

# Agenda



## County of Inyo Board of Supervisors

Board of Supervisors Room  
County Administrative Center  
224 North Edwards  
Independence, California

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: [donotreply@inyocounty.us](mailto:donotreply@inyocounty.us).

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-waving feature" when appropriate during the meeting (the Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

**Public Notices:** (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

**Note:** Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

### **December 1, 2020 - 8:30 AM**

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *Inyo County v. Wilder Barton Inc. et al* (Inyo County Superior Court Case No. SICV-CV-1964071).
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS - Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
4. **PUBLIC EMPLOYEE EVALUATION - Pursuant to Government Code §54957** – Title: County Administrative Officer.

**OPEN SESSION** (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

5. **PLEDGE OF ALLEGIANCE**
6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
7. **PUBLIC COMMENT**
8. **DONATION** - Request Board accept donation of John R. Ziegler charitable remainder trust, with a current value in excess of \$70,000, to the Inyo County Free Library to be used for library improvements that do not supplant the normal Library budget.
9. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
10. **COVID-19 STAFF UPDATE**

**DEPARTMENTAL - PERSONNEL ACTIONS**

11. **Health & Human Services - Behavioral Health** - Request Board, consistent with the adopted Authorized Position Review Policy, approve the hiring of Salvador Montanez at Range 60, Step E (\$4,564) as a Health and Human Services Specialist IV.
12. **Health & Human Services - Social Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Integrated Case Worker I exists in one or more non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Integrated Case Worker I at Range 60 (\$3,758 - \$4,564).
13. **Health & Human Services - Social Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker Supervisor exists in non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Social Worker Supervisor at Range 76 (\$5,476 - \$6,659); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.

14. **Sheriff** - Request Board find that, consistent with the adopted Authorized Review Policy: A) the availability of funding for two (2) Correctional Officer positions exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions, the vacancies could possibly be filled by an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of two (2) Correctional Officers at Range 64A-E (\$4,177 - \$5,076), depending on qualifications/experience in the event a lateral/certificated is selected.
  
15. **County Administrator** - Request Board:
  - A) approve the job description for a Veterans Service Officer, Range 78;
  - B) increase the authorize strength in the Sheriff's Department (Veterans Service Division) by adding one full-time Veterans Service Officer, Range 78;
  - C) find that, consistent with the adopted Authorized Position Review Policy:
    1. the availability of funding for one (1) Veterans Service Officer exists in the General Fund, as certified by the Sheriff and County Administrator and concurred with by the Auditor-Controller;
    2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and
    3. approve the hiring of one (1) Veteran's Service Officer at Range 78 (\$5,741 - \$6,976); and
  - D) review and provide direction on a draft ordinance to amend Inyo County Code Section 2.30.050.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

16. **Clerk-Recorder** - Request Board issue an order accepting the Statement of All Votes Cast at the Presidential General Election held November 3, 2020 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast included in this agenda item.
  
17. **County Administrator - Information Services** - Request Board approve the renewal of a Software Maintenance Agreement between CivicPlus, Inc. and the County of Inyo for the County's Board streaming and agenda automation system for the period of December 1, 2020 through November 30, 2021, in an amount not to exceed \$11,220.00
  
18. **County Administrator - Parks & Recreation** - Request Board authorize payment to reimburse Laws Museum of Bishop, CA for a prior-year expense in the amount of \$3,269.91 for flooring supplies.
  
19. **Health & Human Services** - Request Board: A) declare Oliver Packing & Equipment Company of Carol Stream, IL a sole-source vendor; and B) authorize issuance of a blanket purchase order in an amount not to exceed \$23,000, payable to Oliver Packing & Equipment Company for food trays and film to cover meals.

20. **Health & Human Services - First 5** - Request Board approve Resolution No. 2020-01, titled, "A Resolution of the Governing Board of the First Five Commission of Inyo County Adjusting Certain Terms and Appointment Dates to Conform with the First Five Bylaws and the Inyo County Code," and authorize the Chairperson of the First 5 Commission to sign.
21. **Planning Department** - Request Board approve the contract between the County of Inyo and Veronica Tam and Associates for the provision of professional services in an amount not to exceed \$17,000 for the period of December 1, 2020 through December 31, 2021, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
22. **Public Works** - Request Board authorize payment to the California Department of Forestry & Fire Protection of Sacramento, CA for prior-year invoices in the amount of \$3,606.40 for thinning and weeding services provided on County Road in Big Pine.
23. **Public Works** - Request Board authorize a purchase order in an amount not to exceed \$13,500.24, payable to Strictly Tech of Fort Lauderdale, FL for 11 laptops, monitors and docking stations.
24. **Public Works** - Request Board: A) declare Stanley Access Technologies of Walnut Creek, CA a sole-source provider; and B) authorize the issuance of a purchase order in an amount not to exceed \$15,000.00, payable to Stanley Access Technologies of Walnut Creek, CA for the purchase and installation of an electric door at the Bishop Senior Center.

**DEPARTMENTAL** (To be considered at the Board's convenience)

25. **Public Works** - Request Board consider two (2) Letters of Interest received for one (1) vacancy on the County Service Area No. 2 Advisory Committee, and appoint one of those individuals to a four-year term ending December 1, 2024.
26. **County Counsel** - Request Board approve the agreement between the County of Inyo and Wendel Rosen LLP of Oakland, CA, for the provision of legal services in an amount not to exceed \$190,000 for the period of December 1, 2020, until completion of litigation unless sooner terminated, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
27. **County Administrator - Recycling & Waste Management** - Request Board:
  - A) approve the Consumer Price Index (CPI) adjustment of 3.6%, to the portion of the Service Fee Floor rates not associated with the tipping fees, effective January 1, 2021, in accordance with Franchise Agreements between the County of Inyo and contract waste haulers; and
  - B) adopt the new schedule of Minimum Charges for Waste Hauling Services for Areas A & B in Inyo County as presented in Exhibit A.
28. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of November 10, 2020.



**COMMENT** (Portion of the Agenda when the Board takes comment from the public and County staff)

29. ***PUBLIC COMMENT***

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

30. **State of California Department of Fish and Wildlife - Notification of Status Review for Western Joshua Tree.**



# County of Inyo



## County Administrator - Library

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Leslie Chapman

**SUBJECT:** John R. Ziegler contribution to the Inyo County Free Library

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**RECOMMENDED ACTION:**

Request Board accept donation of John R. Ziegler charitable remainder trust, with a current value in excess of \$70,000, to the Inyo County Free Library to be used for library improvements that do not supplant the normal Library budget.

**SUMMARY/JUSTIFICATION:**

Attached is a letter from John R. Ziegler, a property owner in Olancho since 1964, advising your Board that he has named the Inyo County Free Library as a beneficiary of his Charitable Remainder Trust. The current value of the trust exceeds \$70,000 and Mr. Ziegler states in his letter, "My hope is that the funds would be used to improve the quality of some aspect of the library service and that it would not cause a reduction in the normal amount budgeted for the library.

Consequently, staff recommends that the County accept this very generous gift and place it in the Library Trust until a use that honors Mr. Ziegler's wishes is identified and approved by your Board.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

If approved as recommended, the donation will go into the Library Trust and budgeted when a suitable use is determined and approved by the Board.

**ATTACHMENTS:**

1. John R. Ziegler Donation Letter

**APPROVALS:**

Leslie Chapman  
Darcy Ellis

Created/Initiated - 11/5/2020  
Final Approval - 11/5/2020

JOHN R ZIEGLER

COUNTY OF INYO  
BOARD OF SUPERVISORS

RECEIVED  
2020 SEP 30 AM 7:56

INYO COUNTY  
ADMINISTRATIVE  
OFFICE

DEAR BOARD MEMBERS

I live on Sage flats Dr south of Olancha. I created a charitable

Remainder trust many years ago. I can select and/or change the non-profit who will get the remainder of the assets upon my death.

A few years ago I designated the remainder beneficiary to be the free library of Inyo County. My hope is that the funds would be used to improve the the quality of some aspect of the library service and that it would not cause a reduction in the normal amount budgeted

For the library.

The current value of the trust is in excess of \$70,000. Normally the trust is terminated upon the death of the annuitant but I am considering terminating the trust early and distributing the corpus

During my lifetime. The investments would be liquidated & the distribution would be all cash.

I was told that the Board must approve accepting the gift. If I do not choose to terminate the trust early, the distribution to the County will take place upon my demise. My son Craig is the successor trustee and would make the distribution if it is approved.

I am 86 years old and in poor health. I was a Sr V.P at Santa Barbara Bank and Trust and I managed the Trust and Investment Div. I have owned the property so. of Olancha since 1964.

Please approve the receipt of these funds sometime this year or upon my demise.

 9-26-20

JOHN R ZIEGLER  
P O BOX 24, OLANCHA CA 93549  
sbjohnz@gmail.com  
760-371-5332



# County of Inyo



## Health & Human Services - Behavioral Health

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Marilyn Mann

**SUBJECT:** Request to hire candidate at Range 60, Step E.

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**RECOMMENDED ACTION:**

Request Board, consistent with the adopted Authorized Position Review Policy, approve the hiring of Salvador Montanez at Range 60, Step E (\$4,564) as a Health and Human Services Specialist IV.

**SUMMARY/JUSTIFICATION:**

A recent recruitment for a vacant Health and Human Services IV in our Behavioral Health division resulted in the selection of a candidate, Salvador Montanez, who has extensive experience in providing strength-based, wraparound programming. This candidate is currently employed in a neighboring county and requested to be hired at a higher step than that Department is able to authorize.

Based upon Mr. Montanez's extensive experience and excellent qualifications, Health and Human Services respectfully requests authorization to start Salvador Montanez at Range 60, Step E (\$4,564) as a Health and Human Services Specialist IV. This request has been discussed with, and is supported by, Personnel.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve hiring at Range 60, Step E. This would result in the loss of a qualified candidate.

**OTHER AGENCY INVOLVEMENT:**

Other HHS divisions, IMACA, Northern Inyo Hospital, law enforcement and other community partners.

**FINANCING:**

MHSA, Medi-Cal and Behavioral Health Realignment funds. This position is currently budgeted 100% in the Behavioral Health Budget (045200) in the Salary and Benefits object codes. No County General Funds.

**ATTACHMENTS:**

**APPROVALS:**

Lucy Vincent  
Darcy Ellis  
Marilyn Mann  
Melissa Best-Baker  
Sue Dishion  
Amy Shepherd  
Marilyn Mann

Created/Initiated - 11/19/2020  
Approved - 11/23/2020  
Approved - 11/23/2020  
Approved - 11/23/2020  
Approved - 11/24/2020  
Approved - 11/24/2020  
Final Approval - 11/24/2020



# County of Inyo



## Health & Human Services - Social Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Rhiannon Baker

**SUBJECT:** Request to hire one full-time Integrated Case Worker (ICW) I in the HHS Social Services Division, Employment and Eligibility program.

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Integrated Case Worker I exists in one or more non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Integrated Case Worker I at Range 60 (\$3,758 - \$4,564).

**SUMMARY/JUSTIFICATION:**

An Integrated Case Worker (ICW) in our Employment and Eligibility Program recently resigned, resulting in a vacancy in the division. The ICW position remains critical to the functioning of the division, which processes a high volume of client applications, determining eligibility and authorizing services for a wide range of programs. Employment and Eligibility staff not only provide consultation and eligibility determinations for residents who may be eligible for other forms of health insurance provided by the California Health Exchange, they also assist consumers impacted by changes in Medi-Cal, to access needed food and financial aid resources. ICWs are responsible for determining clients' initial and continued eligibility for MediCal benefits, Cal Fresh benefits, County Medical Services Program (CMSP) coverage, General Assistance, and CalWORKs. The ICW II is also able to provide a higher level of case management support to individuals and families as directed, as well as providing Medi-Cal, Cal Fresh and Cal WORKs outreach education. Maintaining our current staffing level will help the entire division maintain accurate and timely client records and continue to provide a high quality of employment and eligibility services.

The Department is respectfully requesting authorization to hire an Integrated Case Worker I in the HHS Social Services Employment and Eligibility division and, if an additional vacancy is incurred by the movement of a current HHS employee to the ICW I position that the Department be authorized to fill the resulting vacancy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose to not allow HHS to fill this vacancy, which would likely result in overtime requirements for the current ICWs and supervisory staff, the possibility of increased error rates and audit exceptions as well as limit the availability of one on one services available to clients.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Federal and State funding and Social Services Realignment. This position is budgeted 100% in Social Services (055800) in the Salaries and Benefits object codes. No County General funds.

**ATTACHMENTS:**

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 11/17/2020
Darcy Ellis	Approved - 11/18/2020
Melissa Best-Baker	Approved - 11/18/2020
Marilyn Mann	Approved - 11/18/2020
Sue Dishion	Approved - 11/18/2020
Amy Shepherd	Approved - 11/18/2020
Marilyn Mann	Final Approval - 11/19/2020





# County of Inyo



## Health & Human Services - Social Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Rhiannon Baker

**SUBJECT:** Request to hire a Social Worker Supervisor in the Children's Social Services division.

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker Supervisor exists in non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Social Worker Supervisor at Range 76 (\$5,476 - \$6,659); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.

**SUMMARY/JUSTIFICATION:**

A Social Worker Supervisor position in the HHS Aging and Social Services Division recently became vacant as a result of a promotion within the Division. The Social Worker Supervisor position provides direct, first-level supervisory oversight to Child Protective Services (CPS) functions, including investigations, case work functions, and court service functions, ensuring that social work staff are meeting the required legal and statutory mandates governing child welfare services. This key position is critical to the functioning of our CPS division, as the supervisor ensures quality oversight of all functions in a program, as well as managing risk assessments of child(ren) safety by social work staff who are responsible for the safety and well-being of one of our most vulnerable population.

Given the intense nature of the duties performed by both the social work and supervisory staff in this program, the Department would respectfully requests authorization to recruit and hire a Social Worker Supervisor and should the hiring of the supervisor result in a vacancy in social work staff, authorize the Department to recruit and hire to fill the vacancy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the hiring of the Social Worker Supervisor position. This would severely impact the oversight and functioning of our child welfare programs, including potentially impacting the

quality of critical decisions.

**OTHER AGENCY INVOLVEMENT:**

CA Department of Social Services, Law Enforcement, Court, Schools and other HHS Divisions.

**FINANCING:**

State, Federal, and Behavioral and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object category. No County General Funds.

**ATTACHMENTS:**

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 11/19/2020
Darcy Ellis	Approved - 11/19/2020
Rhiannon Baker	Approved - 11/20/2020
Melissa Best-Baker	Approved - 11/20/2020
Marilyn Mann	Approved - 11/20/2020
Sue Dishion	Approved - 11/22/2020
Amy Shepherd	Approved - 11/23/2020
Marilyn Mann	Final Approval - 11/23/2020



# County of Inyo



## Sheriff

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Office of the Sheriff

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Review Policy: A) the availability of funding for two (2) Correctional Officer positions exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions, the vacancies could possibly be filled by an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of two (2) Correctional Officers at Range 64A-E (\$4,177 - \$5,076), depending on qualifications/experience in the event a lateral/certificated is selected.

**SUMMARY/JUSTIFICATION:**

The Sheriff's Office has two current Correctional Officer vacancies due to separations. The Sheriff's Office is in the process of developing a list of eligible applicants to fill the vacancies. The Sheriff's Office is respectfully requesting the board to authorize the hiring of two (2) Correctional Officers as it falls within our current authorized strength.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Deny the hiring of the two (2) Correctional Officers to fill the vacancies, but the staff shortage would have to be covered with overtime.

**OTHER AGENCY INVOLVEMENT:**

Personnel Department  
Auditor's Office

**FINANCING:**

The two (2) Correctional Officer positions are currently budgeted in the Board approved 2020-2021 Jail General Budget (022900).

**ATTACHMENTS:**

**APPROVALS:**

Jared Sparks	Created/Initiated - 11/20/2020
Darcy Ellis	Approved - 11/23/2020
Jared Sparks	Approved - 11/24/2020
Sue Dishion	Approved - 11/24/2020
Amy Shepherd	Approved - 11/24/2020
Jeffrey Hollowell	Final Approval - 11/24/2020



# County of Inyo



## County Administrator & Sheriff

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** CAO Clint Quilter, Sheriff Jeff Hollowell

**SUBJECT:** Full-time Veterans Service Officer Position

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#### **RECOMMENDED ACTION:**

Request Board:

A) approve the job description for a Veterans Service Officer, Range 78;

B) increase the authorize strength in the Sheriff's Department (Veterans Service Division) by adding one full-time Veterans Service Officer, Range 78;

C) find that, consistent with the adopted Authorized Position Review Policy: 1. the availability of funding for one (1) Veterans Service Officer exists in the General Fund, as certified by the Sheriff and County Administrator and concurred with by the Auditor-Controller; 2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and 3. approve the hiring of one (1) Veteran's Service Officer at Range 78 (\$5,741 - \$6,976); and

D) review and provide direction on a draft ordinance to amend Inyo County Code Section 2.30.050.

#### **SUMMARY/JUSTIFICATION:**

After consultation between the Sheriff and County Administrator, it has been determined that a Veterans Service Representative is not currently adequate to meet the needs of our veteran community. A full-time Veteran's Service Officer position would better meet the needs of Inyo and Mono County Veterans. This position will allow for a higher level of responsibility and ability to act more independently which allows for a higher level of service. This position will request the incumbent to be veteran of a branch of the United States Armed Forces, as defined in Section 980 of the California Military and Veterans code.

To facilitate this change, the County will bring an agenda item at the December 8th Board meeting requesting a change to the County Ordinance which defines the Veterans Service function.

A copy of the proposed ordinance is attached for the Board to review and provide direction. Among other things, it provides for a full time Veterans Service Officer as opposed to providing a Veterans Service Officer stipend, for the Board to appoint the Veterans Service Officer, as is currently the case, and while leaving the position in the Sheriff's Department, providing for the Board or its designee to provide administrative support and direction.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may choose not to approve of the creation of a full-time VSO, and/or not authorize immediate recruitment, but neither alternative is recommended given the great need for this service in the community.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Veterans Service Budget Unit 056600. Any budget adjustments associated with these changes will be adjusted at mid-year budget, though any adjustment is expected to be minimal.

**ATTACHMENTS:**

1. Veterans Service Officer Job Description
2. Draft Ordinance Amending 2.30.050

**APPROVALS:**

Darcy Ellis	Created/Initiated - 11/25/2020
Sue Dishion	Approved - 11/25/2020
Amy Shepherd	Approved - 11/25/2020
Clint Quilter	Approved - 11/25/2020
Jeffrey Hollowell	Final Approval - 11/25/2020

# Veteran Service Officer

## Definition and Class Characteristics

Reporting to the Board of Supervisors or the designee, supervises and administers the programs and operations of the Inyo/Mono/Veteran Services Office; to oversees and participates in securing rights and benefits for veterans, dependents and beneficiaries, in accordance with federal, state and local regulations and programs; and performs related work as required.

This is a single incumbent management position with overall responsibility for the County Veteran Services program. The incumbent is accountable for accomplishing all program goals, and for furthering County goals and objectives within general policy guidelines.

## Examples of Duties:

### Essential:

- Plans, supervises, coordinates and administers the activities and programs of the County Veteran Service Office
- Develops policies, procedures and performance standards to enhance program services and operations
- Plans, organizes and supervises the work of assigned staff; provides for their training and professional development; administers a variety of personnel actions to include hiring, scheduling, performance appraisal, and discipline
- Prepares, monitors and administers annual program budget
- Reviews, analyzes and interprets federal, state and local regulations, procedures and proposed legislation
- Recommends program policies and procedures and ensures program compliance with regulations
- Coordinates veterans' programs with other County programs, outside agencies, and public and private organizations
- Manages and participates in public information and outreach activities to educate and offer services to veterans; represents the program and makes presentations to various community groups
- Supervises and performs counseling and advising veterans, dependents and beneficiaries of rights and benefits; preparing applications, claims and appeals; solving problems, expediting claims, and related tasks
- Consults and advises on and/or resolves difficult case and operational problems; mediates complaints and sensitive issues
- Conducts and/or participates in meetings, conferences and training seminars
- Prepares or reviews correspondence, statistical and narrative reports, and records

## QUALIFICATIONS

### Knowledge of:

- Objectives, principles and procedures of veterans' programs and benefits
- Federal, State and local laws and regulations pertaining to veterans' benefits
- Organization and procedures of federal and state agencies governing veterans' affairs

- Principles and practices of program administration, including program development, implementation and evaluation; budget development and administration; and work planning
- Principles and practices of personnel management, including hiring, training and performance review
- Counseling and interviewing techniques
- Needs, problems, and issues of the veteran community
- Agencies, organizations and community resources related to veterans' programs
- Basic medical terminology used in legislation, regulations and claims presentation
- Basic office practices and procedures, including correspondence, recordkeeping, telephone techniques, filing systems, and operation of common office equipment and computers
- Correct English usage, grammar, punctuation, vocabulary and spelling

**Skill in:**

- Planning, organizing and supervising veterans' services programs and staff
- Recognizing operational, regulatory and administrative problems and implementing effective resolutions
- Interpreting, applying and explaining complex laws, rules and regulations
- Interviewing and counseling persons seeking aid
- Compiling, analyzing and reviewing information and preparing effective claims for benefits and services
- Representing the County to individuals and groups, and making effective presentations
- Communicating effectively with a diverse clientele, including those with physical and mental disabilities
- Establishing and maintaining effective working relationships with clients, co-workers, other agencies and community organizations
- Operating standard office equipment including computers
- Working in, and with individuals from, various cultural, physical, behavioral and environmental settings
- Plans, supervises, coordinates and administers the activities and programs of the County Veteran Service office
- Develops policies, procedures and performance standards to enhance program services and operations
- Plans, organizes and supervises the work of assigned staff; provides for their training and professional development; administers a variety of personnel actions to include hiring, scheduling, performance appraisal, and discipline
- Prepares, monitors and administers annual program budget
- Reviews, analyzes and interprets federal, state and local regulations, procedures and proposed legislation
- Recommends program policies and procedures and ensures program compliance with regulations
- Coordinates veterans' programs with other County programs, outside agencies, and public and private organizations
- Manages and participates in public information and outreach activities to educate and offer services to veterans; represents the program and makes presentations to various community groups
- Supervises and perform counseling and advising veterans, dependents and beneficiaries of rights and benefits; preparing applications, claims and appeals; solving problems, expediting claims, and related tasks



- Consults and advises on and/or resolves difficult case and operational problems; mediates complaints and sensitive issues
- Conducts and/or participates in meetings, conferences and training seminars
- Prepares or reviews correspondence, statistical and narrative reports, and records
- Planning, organizing and supervising veterans' services programs and staff

**Education and Experience Required:**

Graduate from a 4-year college in the areas of business administration, public administration or closely related field, or any combination of experience that would demonstrate a minimum of 3 years of administrative work , public contact, case management or benefit counseling.

**Licenses and Certificates**

Possession of or the ability to obtain accreditation with the California Department of Veterans Affairs within 6 months of employment.

Possession of a valid California driver's license.

**Physical Demands and Working Conditions**

Mobility and manual dexterity to work in a standard office environment, use standard office equipment and attend off-site meetings; vision to read handwritten and printed materials and a computer screen; hearing and speech to communicate in person and by telephone.

Some accommodation may be made for some physical demands for otherwise qualified individuals who require and request such accommodation.

**Other Requirements**

Must be a veteran of a branch of the United States Armed Forces, as defined in Section 980 of the California Military and Veterans code.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 2.30.050 OF THE INYO COUNTY CODE, PERTAINING TO THE QUALIFICATIONS, APPOINTMENT, AND COMPENSATION OF THE VETERANS SERVICE OFFICER**

**WHEREAS**, Section 970(a) of the California Military and Veterans Code provides that the “board of supervisors of each county may, but is not required to, appoint, prescribe the qualifications of, and fix the compensation of an officer to be titled ‘county veterans service officer;’” and

**WHEREAS**, Inyo County has a veterans service officer, as described more fully in Chapter 2.30 of the Inyo County Code; and

**WHEREAS**, the Board wishes to modify certain details of the position’s appointment, qualifications, and compensation (set forth in Section 2.30.050 of the Inyo County Code);

**NOW, THEREFORE**, the Board of Supervisors of the County of Inyo ordains as follows:

**SECTION I:** Section 2.30.050 of the Inyo County Code is amended in its entirety to read as follows:

“A. Any person appointed as the veterans service officer shall have the following qualifications:

1. Shall be a veteran as defined by Section 980 of the Military and Veterans Code;
2. Be or become a full-time permanent employee of the Inyo County sheriff’s department.

B. The veterans service officer shall be appointed by (and report to) the board of supervisors or its designee.

C. The veterans service officer’s duties shall be those set forth in Military and Veterans Code Section 970 et seq., and the ordinance codified in this section.”

**SECTION II: EFFECTIVE DATE**

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

**PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2020.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Matt Kingsley, Chairperson  
Inyo County Board of Supervisors**

**ATTEST:**  
**Clint Quilter**  
**Clerk of the Board**

**By:** \_\_\_\_\_  
Darcy Ellis, Assistant

DRAFT



# County of Inyo



## Clerk-Recorder

### CONSENT - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:**

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board issue an order accepting the Statement of All Votes Cast at the Presidential General Election held November 3, 2020 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast included in this agenda item.

**SUMMARY/JUSTIFICATION:**

"The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 30 days of the election..." (Elections Code Section 15372)

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not issue an order accepting the Statement of All Votes Cast, which would be contradictory to Elections Code Section 15372.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

No Impact.

**ATTACHMENTS:**

1. Statement of Votes 11-3-20 Final
2. Certified Statement of All Votes Cast for November 3, 2020

**APPROVALS:**

Michele Hartshorn  
Darcy Ellis  
Michele Hartshorn

Created/Initiated - 11/17/2020  
Approved - 11/18/2020  
Approved - 11/18/2020

Sue Dishion  
Marshall Rudolph  
Amy Shepherd

Approved - 11/18/2020  
Approved - 11/18/2020  
Final Approval - 11/18/2020

# Statement of Votes Cast

General Election

Inyo

November 03, 2020

SOVC for: All Contests, All Districts, All Counting Groups

Final

Precinct	Registered Voters	Voters Cast	% Turnout
<b>Countywide</b>			
<b>Electionwide</b>			
101	737	656	89.01%
102	1,012	895	88.44%
103	704	632	89.77%
104	141	117	82.98%
105	1,023	904	88.37%
106	565	484	85.66%
107	470	414	88.09%
108	947	874	92.29%
109	999	921	92.19%
110	635	459	72.28%
111	175	142	81.14%
112	409	364	89.00%
113	1,101	967	87.83%
114	4	3	75.00%
115	63	56	88.89%
116	411	373	90.75%
117	1,011	852	84.27%
118	55	48	87.27%
119	265	224	84.53%
120	286	239	83.57%
121	0	0	N/A
Electionwide - Total	11,013	9,624	87.39%
<b>Cumulative</b>			
Cumulative	0	0	N/A

Precinct	Registered Voters	Voters Cast	% Turnout
Cumulative - Total	0	0	N/A
Countywide - Total	11,013	9,624	87.39%

**President and Vice President (Vote for 1)**

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	JOSEPH R. BIDEN (DEM)	DONALD J. TRUMP (REP)
<b>Countywide</b>		
<b>Electionwide</b>		
101	314	325
102	399	476
103	242	367
104	43	71
105	464	389
106	280	181
107	256	134
108	415	432
109	318	575
110	321	118
111	103	35
112	137	213
113	457	470
114	0	2
115	31	24
116	160	201
117	422	388
118	29	17
119	88	125
120	155	77
121	0	0
Electionwide - Total	4,634	4,620
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	4,634	4,620



Precinct	GLORIA LA RIVA (PF)	ROQUE "ROCKY" DE LA FUENTE GUERRA (AI)	HOWIE HAWKINS (GRN)	JO JORGENSEN (LIB)	Total Votes	MARK CHARLES Qualified Write In	BRIAN CARROLL Qualified Write In
<b>Countywide</b>							
<b>Electionwide</b>							
101	0	0	5	5	649	0	0
102	2	3	0	7	887	0	0
103	0	0	2	11	622	0	0
104	0	0	0	1	115	0	0
105	0	4	4	18	879	0	0
106	1	2	4	8	476	0	0
107	2	2	2	9	405	0	0
108	0	1	3	10	861	0	0
109	0	4	3	7	908	0	1
110	5	4	2	4	454	0	0
111	2	0	1	0	141	0	0
112	2	1	1	7	361	0	0
113	2	3	3	16	953	2	0
114	0	0	0	0	2	0	0
115	0	1	0	0	56	0	0
116	0	1	1	3	366	0	0
117	5	2	6	16	839	0	0
118	0	0	1	1	48	0	0
119	1	2	5	2	223	0	0
120	0	2	2	3	239	0	0
121	0	0	0	0	0	0	0
Electionwide - Total	22	32	45	128	9,484	2	1
<b>Cumulative</b>							
Cumulative	0	0	0	0	0	0	0
Cumulative - Total	0	0	0	0	0	0	0
Countywide - Total	22	32	45	128	9,484	2	1

Precinct	JOSEPH KISHORE Qualified Write In	BROCK PIERCE Qualified Write In	JESSE VENTURA Qualified Write In	Unresolved Write-In
<b>Countywide</b>				
<b>Electionwide</b>				
101	0	0	0	0
102	0	0	0	0
103	0	0	0	0
104	0	0	0	0
105	0	0	0	0
106	0	0	0	0
107	0	0	0	0
108	0	0	0	0
109	0	0	0	0
110	0	0	0	0
111	0	0	0	0
112	0	0	0	0
113	0	0	0	0
114	0	0	0	0
115	0	0	0	0
116	0	0	0	0
117	0	0	0	0
118	0	0	0	0
119	0	0	0	0
120	0	0	0	0
121	0	0	0	0
Electionwide - Total	0	0	0	0
<b>Cumulative</b>				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Countywide - Total	0	0	0	0

**U.S. Representative 8th District (Vote for 1)**

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	CHRISTINE BUBSER (DEM)	JAY OBERNOLTE (REP)	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	310	319	629
102	385	477	862
103	250	357	607
104	38	75	113
105	458	406	864
106	286	183	469
107	247	143	390
108	387	458	845
109	318	572	890
110	307	122	429
111	102	37	139
112	139	215	354
113	453	476	929
114	0	3	3
115	30	24	54
116	167	196	363
117	408	415	823
118	27	19	46
119	91	126	217
120	156	79	235
121	0	0	0
Electionwide - Total	4,559	4,702	9,261
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	4,559	4,702	9,261

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

## Member of the Assembly 26th District (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	DREW PHELPS (DEM)	DEVON MATHIS (REP)	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	306	329	635
102	371	490	861
103	237	366	603
104	40	75	115
105	454	402	856
106	276	179	455
107	258	141	399
108	396	446	842
109	305	584	889
110	316	114	430
111	104	33	137
112	131	216	347
113	463	462	925
114	0	3	3
115	28	25	53
116	164	194	358
117	414	398	812
118	26	20	46
119	94	123	217
120	152	80	232
121	0	0	0
Electionwide - Total	4,535	4,680	9,215
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	4,535	4,680	9,215

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

## Governing Board Member Big Pine Unified School (Vote for 3)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
113	967	1,101
115	56	63
121	0	0
Electionwide - Total	1,023	1,164
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	1,023	1,164

Precinct	SANDY LUND	PAUL HUETTE
<b>Countywide</b>		
<b>Electionwide</b>		
113	623	518
115	34	16
121	0	0
Electionwide - Total	657	534
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	657	534

Precinct	TUSHAR RAMAN OZA	MICHELLE (SHELLY) A. SNODERLY	Total Votes	Unresolved Write-In
<b>Countywide</b>				
<b>Electionwide</b>				
113	216	489	1,846	0
115	11	22	83	0
121	0	0	0	0
Electionwide - Total	227	511	1,929	0
<b>Cumulative</b>				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Countywide - Total	227	511	1,929	0



### Governing Board Member Bishop Unified School (Vote for 2)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
114	3	4
Electionwide - Total	6,865	7,821
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	6,865	7,821

Precinct	STEVE ELIA	KATHY ZACK
<b>Countywide</b>		
<b>Electionwide</b>		
101	307	338
102	392	423
103	296	330
104	51	71
105	477	434
106	257	198
107	214	171
108	386	510
109	414	550
110	192	126
111	57	49
112	143	197
114	0	1
Electionwide - Total	3,186	3,398
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	3,186	3,398

Precinct	MERYL PICARD		Total Votes	Unresolved Write-In
<b>Countywide</b>				
<b>Electionwide</b>				
101	226		871	0
102	324		1,139	0
103	263		889	0
104	40		162	0
105	417		1,328	0
106	238		693	0
107	185		570	0
108	372		1,268	0
109	404		1,368	0
110	328		646	0
111	100		206	0
112	149		489	0
114	1		2	0
Electionwide - Total	3,047		9,631	0
<b>Cumulative</b>				
Cumulative	0		0	0
Cumulative - Total	0		0	0
Countywide - Total	3,047		9,631	0

### Governing Board Member Lone Pine Unified School (Vote for 2)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
117	852	1,011
118	48	55
119	224	265
Electionwide - Total	1,124	1,331
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	1,124	1,331

Precinct	SUSAN LUTZE	SUSAN K. PATTON
<b>Countywide</b>		
<b>Electionwide</b>		
117	569	303
118	37	17
119	137	81
Electionwide - Total	743	401
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	743	401

Precinct	LEIGH MILLER	Total Votes	Unresolved Write-In
<b>Countywide</b>			
<b>Electionwide</b>			
117	270	1,142	0
118	8	62	0
119	46	264	0
Electionwide - Total	324	1,468	0
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	324	1,468	0

## County Supervisor, 4th District (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
Electionwide - Total	1,763	1,988
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	1,763	1,988

Precinct	DONALD BRIGHT	JEN ROESER	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
112	122	226	348
113	418	483	901
114	0	3	3
115	30	21	51
116	184	169	353
Electionwide - Total	754	902	1,656
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	754	902	1,656

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
112	0
113	0
114	0
115	0
116	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

**Bishop City Council (Vote for 3)**

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
105	904	1,023
106	484	565
107	414	470
Electionwide - Total	1,802	2,058
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	1,802	2,058

Precinct	JIM ELLIS	JOSE S. GARCIA
<b>Countywide</b>		
<b>Electionwide</b>		
105	501	397
106	265	225
107	214	185
Electionwide - Total	980	807
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	980	807

Precinct	CHRIS COSTELLO	KAREN M. KONG	Total Votes	Unresolved Write-In
<b>Countywide</b>				
<b>Electionwide</b>				
105	412	503	1,813	0
106	195	250	935	0
107	143	235	777	0
Electionwide - Total	750	988	3,525	0
<b>Cumulative</b>				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Countywide - Total	750	988	3,525	0



### Bishop City Treasurer (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
105	904	1,023
106	484	565
107	414	470
Electionwide - Total	1,802	2,058
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	1,802	2,058

Precinct	NICK LARA	Total Votes	Unresolved Write-In
<b>Countywide</b>			
<b>Electionwide</b>			
105	600	600	0
106	329	329	0
107	259	259	0
Electionwide - Total	1,188	1,188	0
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	1,188	1,188	0

### Big Pine Fire Protection District (Vote for 3)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
113	967	1,101
114	3	4
Electionwide - Total	970	1,105
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	970	1,105

Precinct	CAROL K. OZA	JERI FAYE STOUT
<b>Countywide</b>		
<b>Electionwide</b>		
113	197	475
114	1	0
Electionwide - Total	198	475
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	198	475

Precinct	MICHAEL CARRINGTON	KERRY KOONTZ	Total Votes	Unresolved Write-In
<b>Countywide</b>				
<b>Electionwide</b>				
113	564	519	1,755	0
114	3	1	5	0
Electionwide - Total	567	520	1,760	0
<b>Cumulative</b>				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Countywide - Total	567	520	1,760	0

## Lone Pine Fire Protection District (Vote for 3)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
117	852	1,011
Electionwide - Total	852	1,011
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	852	1,011

Precinct	RONALD E. BURSELL	KRISTA L. MCKRAY- SULLIVAN
<b>Countywide</b>		
<b>Electionwide</b>		
117	427	452
Electionwide - Total	427	452
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	427	452

Precinct	ROBERT DEFORREST	LERoy KRITZ	Total Votes	Unresolved Write-In
<b>Countywide</b>				
<b>Electionwide</b>				
117	199	472	1,550	0
Electionwide - Total	199	472	1,550	0
<b>Cumulative</b>				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Countywide - Total	199	472	1,550	0

## Director, Zone 1 Northern Inyo Healthcare District (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
108	874	947
111	142	175
Electionwide - Total	1,672	1,859
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	1,672	1,859

Precinct	JODY VEENKER	KYLE WAKAMIYA	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	292	246	538
108	344	400	744
111	101	25	126
Electionwide - Total	737	671	1,408
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	737	671	1,408

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
108	0
111	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

### Proposition 14 (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	237	387	624
102	370	491	861
103	205	397	602
104	40	74	114
105	368	481	849
106	223	234	457
107	192	193	385
108	299	534	833
109	279	619	898
110	238	201	439
111	86	43	129
112	107	241	348
113	371	548	919
114	0	3	3
115	16	35	51
116	127	233	360
117	346	449	795
118	26	19	45
119	81	138	219
120	128	97	225
121	0	0	0
Electionwide - Total	3,739	5,417	9,156
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	3,739	5,417	9,156



Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

### Proposition 15 (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	248	390	638
102	320	547	867
103	182	430	612
104	30	85	115
105	376	480	856
106	240	220	460
107	220	174	394
108	304	551	855
109	260	640	900
110	260	184	444
111	85	51	136
112	99	255	354
113	361	575	936
114	0	3	3
115	28	26	54
116	132	235	367
117	308	521	829
118	24	22	46
119	59	160	219
120	125	104	229
121	0	0	0
Electionwide - Total	3,661	5,653	9,314
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	3,661	5,653	9,314

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

### Proposition 16 (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	190	436	626
102	240	614	854
103	140	467	607
104	17	95	112
105	299	550	849
106	164	287	451
107	174	214	388
108	242	599	841
109	182	716	898
110	209	223	432
111	69	66	135
112	79	272	351
113	288	629	917
114	0	3	3
115	21	32	53
116	84	273	357
117	244	561	805
118	17	28	45
119	52	162	214
120	95	129	224
121	0	0	0
Electionwide - Total	2,806	6,356	9,162
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	2,806	6,356	9,162

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

### Proposition 17 (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	290	347	637
102	343	526	869
103	232	376	608
104	43	72	115
105	439	421	860
106	270	190	460
107	241	154	395
108	379	475	854
109	296	610	906
110	279	163	442
111	95	43	138
112	141	214	355
113	417	518	935
114	0	3	3
115	29	24	53
116	144	218	362
117	401	421	822
118	25	19	44
119	99	119	218
120	145	84	229
121	0	0	0
Electionwide - Total	4,308	4,997	9,305
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	4,308	4,997	9,305

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

### Proposition 18 (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	202	437	639
102	233	639	872
103	162	448	610
104	30	85	115
105	305	558	863
106	199	262	461
107	187	211	398
108	274	582	856
109	205	700	905
110	157	280	437
111	53	86	139
112	83	271	354
113	282	655	937
114	0	3	3
115	18	35	53
116	106	256	362
117	267	559	826
118	22	24	46
119	69	151	220
120	91	139	230
121	0	0	0
Electionwide - Total	2,945	6,381	9,326
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	2,945	6,381	9,326



Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

### Proposition 19 (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	270	353	623
102	388	455	843
103	234	362	596
104	37	75	112
105	389	447	836
106	226	220	446
107	179	194	373
108	322	509	831
109	278	608	886
110	234	191	425
111	83	48	131
112	131	213	344
113	416	494	910
114	0	3	3
115	18	34	52
116	131	217	348
117	392	416	808
118	27	19	46
119	77	135	212
120	115	101	216
121	0	0	0
Electionwide - Total	3,947	5,094	9,041
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	3,947	5,094	9,041

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

### Proposition 20 (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	248	372	620
102	376	471	847
103	269	329	598
104	51	61	112
105	334	499	833
106	168	279	447
107	128	253	381
108	364	476	840
109	392	499	891
110	155	275	430
111	58	79	137
112	149	201	350
113	388	518	906
114	1	2	3
115	25	25	50
116	147	210	357
117	309	491	800
118	17	28	45
119	81	128	209
120	72	150	222
121	0	0	0
Electionwide - Total	3,732	5,346	9,078
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	3,732	5,346	9,078

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

**Proposition 21 (Vote for 1)**

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	182	433	615
102	304	551	855
103	134	465	599
104	18	92	110
105	288	551	839
106	197	254	451
107	165	217	382
108	247	584	831
109	187	707	894
110	181	250	431
111	59	76	135
112	64	285	349
113	279	646	925
114	0	3	3
115	19	33	52
116	89	266	355
117	257	553	810
118	18	28	46
119	49	165	214
120	108	108	216
121	0	0	0
Electionwide - Total	2,845	6,267	9,112
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	2,845	6,267	9,112

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

### Proposition 22 (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	366	252	618
102	514	337	851
103	379	226	605
104	83	27	110
105	439	397	836
106	226	222	448
107	176	210	386
108	500	341	841
109	594	298	892
110	237	198	435
111	68	69	137
112	227	125	352
113	551	371	922
114	2	1	3
115	29	23	52
116	211	148	359
117	467	347	814
118	24	22	46
119	127	84	211
120	116	110	226
121	0	0	0
Electionwide - Total	5,336	3,808	9,144
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	5,336	3,808	9,144



Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

### Proposition 23 (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	140	482	622
102	252	611	863
103	149	452	601
104	21	93	114
105	248	593	841
106	158	295	453
107	123	256	379
108	195	638	833
109	143	748	891
110	162	275	437
111	56	83	139
112	65	283	348
113	255	673	928
114	0	3	3
115	9	41	50
116	91	272	363
117	238	586	824
118	14	33	47
119	48	162	210
120	87	133	220
121	0	0	0
Electionwide - Total	2,454	6,712	9,166
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	2,454	6,712	9,166

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

### Proposition 24 (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	276	347	623
102	399	457	856
103	234	365	599
104	43	69	112
105	395	435	830
106	248	203	451
107	190	192	382
108	358	479	837
109	304	585	889
110	275	149	424
111	92	45	137
112	145	203	348
113	446	459	905
114	1	2	3
115	29	23	52
116	164	195	359
117	359	448	807
118	21	24	45
119	92	123	215
120	126	96	222
121	0	0	0
Electionwide - Total	4,197	4,899	9,096
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	4,197	4,899	9,096

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

**Proposition 25 (Vote for 1)**

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
101	656	737
102	895	1,012
103	632	704
104	117	141
105	904	1,023
106	484	565
107	414	470
108	874	947
109	921	999
110	459	635
111	142	175
112	364	409
113	967	1,101
114	3	4
115	56	63
116	373	411
117	852	1,011
118	48	55
119	224	265
120	239	286
121	0	0
Electionwide - Total	9,624	11,013
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	9,624	11,013

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
101	238	382	620
102	278	576	854
103	187	418	605
104	24	86	110
105	340	491	831
106	205	241	446
107	182	197	379
108	295	538	833
109	234	657	891
110	213	218	431
111	60	74	134
112	97	255	352
113	347	567	914
114	1	2	3
115	19	32	51
116	116	238	354
117	284	518	802
118	21	24	45
119	77	136	213
120	110	108	218
121	0	0	0
Electionwide - Total	3,328	5,758	9,086
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	3,328	5,758	9,086

Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
101	0
102	0
103	0
104	0
105	0
106	0
107	0
108	0
109	0
110	0
111	0
112	0
113	0
114	0
115	0
116	0
117	0
118	0
119	0
120	0
121	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0

## Measure P - The Bishop Community Safety And Essential Services Measure (Vote for 1)

Precinct	Times Cast	Registered Voters
<b>Countywide</b>		
<b>Electionwide</b>		
105	904	1,023
106	484	565
107	414	470
Electionwide - Total	1,802	2,058
<b>Cumulative</b>		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	1,802	2,058

Precinct	YES	NO	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
105	547	306	853
106	331	122	453
107	283	108	391
Electionwide - Total	1,161	536	1,697
<b>Cumulative</b>			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	1,161	536	1,697



Precinct	Unresolved Write-In
<b>Countywide</b>	
<b>Electionwide</b>	
105	0
106	0
107	0
Electionwide - Total	0
<b>Cumulative</b>	
Cumulative	0
Cumulative - Total	0
Countywide - Total	0





**COUNTY OF INYO, STATE OF CALIFORNIA**  
**KAMMI FOOTE, CLERK-RECORDER, REGISTRAR OF VOTERS**

Telephone: (760) 873-8481, (760) 878-0223, (760) 876-5559, (800) 447-4696

P. O. Drawer F, Independence, CA 93526  
168 N. Edwards St., Independence, CA

December 1, 2020

Honorable Members of the  
Inyo County Board of Supervisors  
P.O. Drawer N  
Independence, CA 93526

RE: Statement of All Votes Cast at the November 3, 2020 Presidential General  
Election

Dear Members of the Board:

In accordance with the requirements of Election Code Section 15372, attached is a certified Statement of all Votes Cast at the Presidential General Election held November 3, 2020. Please issue an Order accepting this Statement and, in accordance with Section 15400 of the Elections Code, declare nominated or elected those offices under your jurisdiction and declare passed or failed those measures under your jurisdiction, according to the number of votes for each as shown on the Statement.

**COUNTY**

**SUPERVISOR – 4th DISTRICT**

Donald Bright (754 votes) – 45.5%  
Jen Roeser (902 votes) – 54.5% - Declare Elected

**BIG PINE UNIFIED SCHOOL DISTRICT BOARD**

**BOARD MEMBER**

Sandy Lund (657 votes) – 34.1% - Declare Elected  
Paul Huette (534 votes) – 27.7% - Declare Elected  
Tushar Raman Oza (227 votes) – 11.7%  
Michelle (Shelly) A. Snoderly (511 votes) – 26.5% - Declare Elected

**BISHOP UNIFIED SCHOOL DISTRICT BOARD \***

BOARD MEMBER

Steve Elia (3186 votes) – 33.1% - Declare Elected  
Kathy Zack (3398 votes) –35.3% - Declare Elected  
Meryl Picard (3047 votes) – 31.6%

\*Mono County portion of this district is certified with the Mono County Board of Supervisors.

**LONE PINE UNIFIED SCHOOL DISTRICT BOARD**

BOARD MEMBER

Susan Lutze (743 votes) – 50.6% - Declare Elected  
Susan K. Patton (401 votes) –27.3% - Declare Elected  
Leigh Miller (324 votes) – 22.1%

**BISHOP CITY COUNCIL**

COUNCIL MEMBER

Jim Ellis (980 votes) – 27.8% - Declare Elected  
Jose S. Garcia (807 votes) –22.9% - Declare Elected  
Chris Costello (750 votes) – 21.3%  
Karen M. Kong (988 votes) – 28.0% - Declare Elected

**BISHOP CITY TREASURER**

TREASURER

Nick Lara (1188 votes) – 100% - Declare Elected

**BIG PINE FIRE PROTECTION DISTRICT**

BOARD MEMBER

Carol K. Oza (198 votes) – 11.3%  
Jeri Faye Stout (475 votes) –26.9% - Declare Elected  
Michael Carrington (567votes) – 32.2% - Declare Elected  
Kerry Koontz (520 votes) – 29.6% - Declare Elected

**LONE PINE FIRE PROTECTION DISTRICT**

BOARD MEMBER

Ronald E. Bursell (427 votes) – 27.5% - Declare Elected  
Krista L. McKray-Sullivan (452 votes) –29.2% - Declare Elected  
Robert DeForrest (199 votes) – 12.8%  
Leroy Kritz (472 votes) – 30.5% - Declare Elected

**NORTHERN INYO HEALTHCARE DISTRICT – ZONE 1**

BOARD MEMBER

Jody Veenker (737 votes) – 52.3% - Declare Elected  
Kyle Wakamiya (671 votes) –47.7%

**MEASURE P**

**THE BISHOP COMMUNITY SAFETY AND ESSENTIAL SERVICES MEASURE**

YES (1161 votes) – 68.4% - Declare Passed (majority required)  
NO (536 votes) –31.6%

Following the issuance of your Order and Declarations, the Clerk's Office will issue the required Certificates of Election and Nomination pursuant to Elections Code §15401.

Sincerely,



Kammi Foote  
Inyo County Clerk/Recorder and  
Registrar of Voters



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Jayme Westervelt

**SUBJECT:** CivicPlus Maintenance Agreement

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#### RECOMMENDED ACTION:

Request Board approve the renewal of a Software Maintenance Agreement between CivicPlus, Inc. and the County of Inyo for the County's Board streaming and agenda automation system for the period of December 1, 2020 through November 30, 2021, in an amount not to exceed \$11,220.00

#### SUMMARY/JUSTIFICATION:

To provide an alternative to driving to Independence, a project with the goal to leverage technology to broadcast board meetings in real-time over the internet (webcast) as well as record and archive the Board proceedings for later viewing via the internet was established.

In March 2015, the County of Inyo was awarded a grant from the Great Basin Air Pollution Control District to mitigate pollution generated, in part, by vehicles driving to and from Independence to attend Board meetings. BoardSync, Inc. was selected as the webcast host based on a thorough evaluation of various vendors. CivicPlus acquired BoardSync in the fall of 2017 and rebranded the service as CivicClerk in 2017. Even during COVID and using Zoom for the Board meetings, the video is uploaded to the platform for later viewing by people who aren't able to watch it in real-time.

The CivicPlus platform has benefited the County but reducing printing costs since the system is accessible online for all departments and eliminating the need for them to print copies of their agenda items. It has also greatly streamlined the process of adding agenda items to the meetings, getting approvals from various departments and communicating back and forth on the items during the approval process.

The maintenance agreement is based on an automatic, annual renewal.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

#### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve the maintenance agreement renewal, in which case the ability of the County to broadcast normal, in-person board meetings over the internet would be halted and County would be prevented from using its automated agenda system until another solution could be implemented.

**OTHER AGENCY INVOLVEMENT:**

All County of Inyo departments and the Public could be affected.

**FINANCING:**

The cost of the support service renewal for the period from 12/01/2020 through 11/30/2021 is in the approved Information Services FY 2020/2021 budget (011801-5177) Maintenance of Computer Systems.

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis	Created/Initiated - 11/23/2020
Darcy Ellis	Approved - 11/23/2020
Amy Shepherd	Approved - 11/24/2020
Marshall Rudolph	Approved - 11/24/2020
Scott Armstrong	Final Approval - 11/24/2020



# County of Inyo



## County Administrator - Parks & Recreation

### CONSENT - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Request approval to authorize payment to reimburse Laws Museum for prior-year expense.

---

**RECOMMENDED ACTION:**

Request Board authorize payment to reimburse Laws Museum of Bishop, CA for a prior-year expense in the amount of \$3,269.91 for flooring supplies.

**SUMMARY/JUSTIFICATION:**

In May of 2020, the Laws Museum started a flooring project. The carpet in the Appliance Building and the Medical Building at the Laws Museum was in need of replacing and the Museum decided to install some durable vinyl plank flooring to replace the carpet. Laws Museum paid for the flooring and Parks and Recreation was helping out with the cost of the materials for the project by reimbursing them for the expense.

Unfortunately, the invoice was just presented to the Parks and Recreation Department in November and too late to make any payments out of the 2019-2020 fiscal year budget.

Charges for purchases incurred during the prior fiscal year cannot be paid without your Board's authorization. There are enough funds in the 2020-2021 Parks and Recreation budget to reimburse the Laws Museum for their purchase of the flooring.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could deny the request.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There is sufficient funding in the Parks and Recreation budget 076900, to cover this expense.

**ATTACHMENTS:**



**APPROVALS:**

Teresa Elliott

Darcy Ellis

Leslie Chapman

Marshall Rudolph

Amy Shepherd

Leslie Chapman

Created/Initiated - 11/5/2020

Approved - 11/6/2020

Approved - 11/24/2020

Approved - 11/24/2020

Approved - 11/24/2020

Final Approval - 11/24/2020



# County of Inyo



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:**

**SUBJECT:** Approval of a Blanket Purchase Order to Oliver Products Company for the ESAAA and ICGOLD Nutrition Programs and declaring Oliver Packing & Equipment Company as a Sole Source vendor.

---

**RECOMMENDED ACTION:**

Request Board: A) declare Oliver Packing & Equipment Company of Carol Stream, IL a sole-source vendor; and B) authorize issuance of a blanket purchase order in an amount not to exceed \$23,000, payable to Oliver Packing & Equipment Company for food trays and film to cover meals.

**SUMMARY/JUSTIFICATION:**

The Food Services Staff at the Bishop Senior Center have special equipment for each of ESAAA/IC GOLD's two food production kitchens (Lone Pine and Bishop) from Oliver Products Company in order to seal the film over the trays provided by said vendor. This equipment was purchased prior to this program coming into Health & Human Services.

If ESAAA/IC GOLD were to seek alternate bids for home-delivered meal packaging supplies, we would incur significant costs to replace the equipment currently used. Based on the limited funding in the ESAAA/IC GOLD budget, it is recommended that we be allowed to continue using existing equipment and supplies through Oliver Products Company, thereby declaring them as a sole source provider.

We are requesting authorization for a \$23,000 Blanket Purchase Order to Oliver Packing & Equipment Company.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to approve this request which would result in ESAAA/IC GOLD not being able to purchase the food trays and seals, and be unable to properly continue the home delivered meals to our participants.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

State and Federal Nutrition dollars and County General Fund. This expense will be budgeted in the ESAAA budget (683000) and the IC Gold budget (056100) in the Food & Household Supplies object code (5131).

**ATTACHMENTS:**

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 11/14/2020
Darcy Ellis	Approved - 11/18/2020
Marilyn Mann	Approved - 11/18/2020
Melissa Best-Baker	Approved - 11/18/2020
Amy Shepherd	Final Approval - 11/19/2020
Marilyn Mann	Final Approval - 11/19/2020



# County of Inyo



## Health & Human Services - First 5

### CONSENT - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Serena Johnson

**SUBJECT:** First 5 Commission Resolution to Adjust Term Limits

---

**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2020-01, titled, "A Resolution of the Governing Board of the First Five Commission of Inyo County Adjusting Certain Terms and Appointment Dates to Conform with the First Five Bylaws and the Inyo County Code," and authorize the Chairperson of the First 5 Commission to sign.

**SUMMARY/JUSTIFICATION:**

Inyo County Code section 2.50.070 states that members of the First 5 Commission shall serve for a term of three years following their appointment. Inyo County Code section 2.50.080 provides that, at the first meeting of the Commission, members were to randomly stagger their terms. Since the establishment of the Commission in 1999, Commission members have been appointed on different dates and the staggered term system has been difficult to comply with given that members have been added to the Commission at varying dates.

The First 5 Commission approved this Resolution at their October 29, 2020 meeting to make a one-time adjustment to the terms of the current members in order to bring the terms into conformance with the staggering requirements and to lessen the administrative burden of having Commission members appointed on a variety of dates.

The First 5 Commission is respectfully requesting your Board's approval of the resolution to adjust certain terms and appointment dates, and authorizing the First 5 Commission chairperson to sign.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose not to approve this resolution which would result in term limits not conforming with the First 5 bylaws and Inyo County code.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

No fiscal implications.

**ATTACHMENTS:**

1. First 5 Appointment Resolution

**APPROVALS:**

Serena Johnson	Created/Initiated - 11/3/2020
Darcy Ellis	Approved - 11/9/2020
Marilyn Mann	Approved - 11/9/2020
Meaghan McCamman	Approved - 11/19/2020
Melissa Best-Baker	Approved - 11/19/2020
Marshall Rudolph	Approved - 11/19/2020
Marilyn Mann	Final Approval - 11/19/2020

**RESOLUTION NO. 2020-XX**

**A RESOLUTION OF THE GOVERNING BOARD OF THE FIRST FIVE COMMISSION OF INYO COUNTY ADJUSTING CERTAIN TERMS AND APPOINTMENT DATES TO CONFORM WITH THE FIRST FIVE BYLAWS AND THE INYO COUNTY CODE**

**WHEREAS**, Inyo County Code section 2.50.070 states that members of the Inyo County First Five Commission shall serve for a term of three years following their appointment; and

**WHEREAS**, Inyo County Code section 2.50.080 provides that, at the first meeting of the First Five Commission, members of the various groups to be represented on the Commission were to randomly stagger their terms such that half would serve for two years and half would serve for three years; and

**WHEREAS**, since the establishment of the First Five Commission on or about late 1999, Commission members have been appointed on different dates and the staggered term system envisioned by section 2.50.080 has been difficult to comply with given that members have been added to the Commission at varying dates; and

**WHEREAS**, having Commission members whose terms end on a variety of dates creates an unnecessary administrative burden for the First Five staff, who must constantly handle appointments, rather being able to consolidate appointments to one date each year; and

**WHEREAS**, the fact that the Commission cannot easily comply with the staggering system creates a situation in which multiple new Commissioners are appointed at one time, which causes the Commission to lose valuable institutional knowledge; and

**WHEREAS**, the terms of the current members of the Commission will expire on the following dates:

<b>Commission Role</b>	<b>Current Term Expiration</b>
BOS Commissioner	Annual Appointment
HHS Commissioner 1	April 20, 2023
HHS Commissioner 2	April 20, 2023
Community Member 1 (Parent)	December 5, 2021
Community Member 2 (Early Ed. A)	December 5, 2021
Community Member 3 (Early Ed. B)	December 5, 2020
Community Member 4 (Early Health)	December 5, 2021
Community Member Alternate	N/A (not yet appointed)

**WHEREAS**, the First Five Commission wishes to make slight adjustments to the terms of the current members of the Commission in order to bring the terms into conformance with the staggering requirements of section 2.50.080 and to lessen the administrative burden of having Commission members appointed on a variety of dates.

**NOW, THEREFORE, BE IT RESOLVED** that the Inyo County First Five Commission has made the following one-time adjustments to Commissioner term expiration

dates so that, going forward, Commissioner terms will all expire on the same date and will comply with the staggering requirement:

<b>Commission Role</b>	<b>Current Term Expiration</b>	<b>New Term Expiration</b>
BOS Commissioner	Annual Appointment	Annual Appointment
HHS Commissioner 1	April 20, 2023	December 5, 2023
HHS Commissioner 2	April 20, 2023	December 5, 2024
Community Member 1 (Parent)	December 5, 2021	December 5, 2021
Community Member 2 (Early Ed. A)	December 5, 2021	December 5, 2021
Community Member 3 (Early Ed. B)	December 5, 2020	December 5, 2020
Community Member 4 (Early Health)	December 5, 2021	December 5, 2023
Community Member Alternate	N/A (not yet appointed) <sup>1</sup>	N/A (not yet appointed)

**PASSED AND ADOPTED** on this 29 day of October 2020, by the Inyo County First Five Commission, by the following vote:

AYES: 6  
 NOES: 0  
 ABSTAIN: 0  
 ABSENT: 1

---

Chairperson  
 Inyo County First Five Commission

ATTEST:

Clerk of the Board

By: \_\_\_\_\_  
 Clerk of the Board

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<sup>1</sup> This position will be appointed with a start date of December 5, 2020.



# County of Inyo



## Planning Department

### CONSENT - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Cathreen Richards

**SUBJECT:**

---

**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Veronica Tam and Associates for the provision of professional services in an amount not to exceed \$17,000 for the period of December 1, 2020 through December 31, 2021, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Per State requirements, the County must update the Housing Element in its General Plan by July 31, 2021. This update, the 6th Cycle, requires much more information regarding its selection of parcels for the Regional Housing Needs Allocation (RHNA) including a detailed list of properties appropriate and available for the various income categories of housing. These are new requirements that staff is not familiar with; therefore, a Request for Proposals was advertised for a consultant to prepare the County's Housing Element Updated. The County was also awarded a \$65,000 State grant for the preparation of the Housing Element Update. No proposals were received during the first advertisement. With the help of the consultant working under the SB2 grant, Veronica Tam and associates was identified for technical expertise and a proposal to help County staff with the technical aspects of the Housing Element Update was received by her during a second advertisement. No other proposals were received.

County staff applied for and received a Local Early Action Planning (LEAP) grant for \$65,000 to prepare the 6th Cycle Housing Element Update. The State Housing and Community Development Department (HCD) staff has verified that the County can use the grant funds to do the work itself as well as contract for it. It is also acceptable to use some of the grant funding for contract work and some for in house work. The latter is what staff is proposing. Veronica Tam and Associates will provide expertise and technical oversight as planning staff prepares the Housing Element Update.

Both parties have agreed to the language included in the attached contract and agree that the Statement of Work can be completed within the budgetary and scheduling requirements.



**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The contract will be paid by State LEAP grant funds from Budget Unit 023800 object 5265 Professional Services

**ATTACHMENTS:**

1. Veronica Tam Contract

**APPROVALS:**

Cathreen Richards	Created/Initiated - 11/17/2020
Darcy Ellis	Approved - 11/18/2020
Cathreen Richards	Approved - 11/23/2020
Marshall Rudolph	Approved - 11/23/2020
Amy Shepherd	Final Approval - 11/23/2020

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Veronica Tam and Associates, Inc.

**FOR THE PROVISION OF** Professional **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Professional services of Veronica Tam and Associates (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Inyo County Planning Director. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from November 17, 2020 to December 31, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From \_\_\_\_\_ through \_\_\_\_\_
- B. From \_\_\_\_\_ through \_\_\_\_\_

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

**3. CONSIDERATION.**

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests

by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Planning Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ \$17,000 (initial term) \$ (option 1) and \$ (option 2) for a total of \$ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

(4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### 4. **WORK SCHEDULE.**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will

coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Consultant, for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

#### **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

#### **8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

For the duration of this Agreement Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

## 9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent Consultant:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.

B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

## 10. DEFENSE AND INDEMNIFICATION.

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

## 11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## 12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Consultant and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**15. DEFAULT.**

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Consultant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit,

gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

<b>County of Inyo:</b>	
<u>Planning Department</u>	Department
<u>PO Drawer L</u>	Address
<u>Independence, CA 93526</u>	City and State

<b>Consultant:</b>	
<u>Veronica Tam and Associates, Inc.</u>	Name
<u>107 S. Fair Oaks Ave., Suite 212</u>	Address
<u>Pasadena, CA 91105</u>	City and State

**24. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

///

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Veronica Tam and Associates, Inc.

**FOR THE PROVISION OF** Professional Services **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

**CONSULTANT**

By:   
Signature

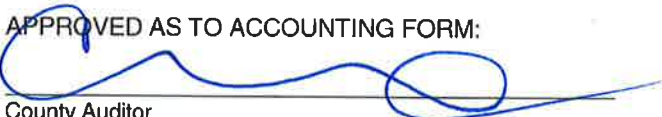
Veronica Tam  
Print or Type Name

Dated: 10/22/2020

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel


APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Veronica Tam and Associates, Inc.

**FOR THE PROVISION OF** Professional Services **SERVICES**

**TERM:**

**FROM:** November 18, 2020 **TO:** December 31, 2021

**SCOPE OF WORK:**

Please see Attachment: Scope of Work (SOW)

## **Scope of Work**

We understand that Inyo County will take on the responsibility of preparing the 6<sup>th</sup> cycle Housing Element Update with in-house staff but is seeking technical assistance from a consultant to help navigate the update process. This proposed scope assumes VTA Principal Veronica Tam will serve as Technical Advisor to Inyo County staff. In this capacity, Ms. Tam will assist in the following:

- Understanding the Housing Element requirements:
  - Timeline (April 30, 2021 and 120-day grace period)
  - Contents and analysis
  - New requirements compared to 5<sup>th</sup> cycle
    - Affirmatively furthering fair housing
    - Adequate sites analysis
    - Zoning provisions, such as Low Barrier Navigation Centers, supportive housing, and emergency shelter
- Navigating the Housing Element update process:
  - Community outreach
  - HCD review and certification
  - CEQA clearance considerations
- Peer review of draft documents
- Presentation before Planning Commission and Board of Supervisions (virtual meetings only)

## **Budget**

We estimate assistance of up to 100 hours. Assistance will be billed on a time-and-materials basis at \$170 per hour for Veronica Tam.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Veronica Tam and Associates, Inc.

**FOR THE PROVISION OF** Professional Services **SERVICES**

**TERM:**

**FROM:** November 18, 2020

**TO:** December 31, 2021

**SCHEDULE OF FEES:**

Inyo County will pay Veronica Tam and Associates, Inc. through a LEAP grant allocated by the California Department of Housing and Community Development (HCD) to complete the tasks at the rates specified, as identified in Exhibit A Scope of Work including the Schedule and Budget, and not to exceed \$17,000. The County will pay Veronica Tam and Associates, Inc. as the tasks specified in the SOW are completed to the satisfaction of Inyo County and the HCD. Invoicing from Veronica Tam and Associates, Inc. will meet HCD's requirements. The percentage of total payment shall not exceed the percentage of completed project at any time during the project duration. Final payment will be made when all work agreed to by Veronica Tam and Associates, Inc., as identified in the SOW, is completed to the satisfaction of Inyo County and HCD. Costs incurred for materials necessary to complete the tasks as stated in the SOW will be paid out of the \$17,000 total cost of the contracted work and only for tasks included in the SOW.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Veronica Tam and Associated Inc.

**FOR THE PROVISION OF** Professional Services **SERVICES**

**TERM:**

**FROM:** November 18, 2020

**TO:** December 31, 2021

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Veronica Tam and Associates will be compensated only for expenses incurred while performing tasks specified in the Approved Scope of Work (Please see Exhibit A). Travel and Per Diem expenses will be paid out of the \$17,000 total cost of the contracted work and only tasks included in the SOW will be reimbursed.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Veronica Tam and Associates Inc.

**FOR THE PROVISION OF** Professional Services **SERVICES**

**TERM:**

**FROM:** November 18, 2020 **TO:** December 31, 2021

**SEE ATTACHED INSURANCE PROVISIONS**



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Justine Kokx

**SUBJECT:** Request Board authorize payment to the California Department of Forestry & Fire Protection of Sacramento, California for prior-year invoices in the amount of \$3,606.40 for thinning and weeding services provided on County Road in Big Pine.

---

**RECOMMENDED ACTION:**

Request Board authorize payment to the California Department of Forestry & Fire Protection of Sacramento, CA for prior-year invoices in the amount of \$3,606.40 for thinning and weeding services provided on County Road in Big Pine.

**SUMMARY/JUSTIFICATION:**

During the months of March, April and May of 2019, the Inyo County Road Department hired a crew of approximately 12 from the California Department of Forestry & Fire Protection to assist with thinning and removal of trees, saplings and tumbleweeds from inside and around the area of the bypass ditch on County Road in Big Pine. The invoices for this work were received in our office in October 2020.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve payment of these invoices, however this is not recommended as these crews provide critical assistance with the maintenance of Inyo County Roads.

**OTHER AGENCY INVOLVEMENT:**

California Department of Forestry & Fire Protection

**FINANCING:**

These invoices would be paid out of the Road Budget (034600), General Operating object code (5311).

**ATTACHMENTS:**

1. CDF Invoices

**APPROVALS:**

Justine Kokx

Created/Initiated - 11/6/2020

Breanne Nelums  
Michael Errante  
Darcy Ellis  
Amy Shepherd  
Marshall Rudolph  
Michael Errante

Approved - 11/6/2020  
Approved - 11/6/2020  
Approved - 11/6/2020  
Approved - 11/9/2020  
Approved - 11/9/2020  
Final Approval - 11/9/2020

INVOICE



*V003905*  
*T012169*

Invoice Number: 0000001218846  
Invoice Date: 07/30/2019  
Due Date: 08/29/2019  
Customer ID: 350009352600

CAL FIRE

*Reference Doc# 3PJ8N042*

INYO COUNTY ROADS DEPARTMENT  
CHRIS CASH  
PO DRAWER Q  
INDEPENDENCE CA 93526

Service Period: 05/03/2019 - 05/28/2019

Line	Description	Quantity	Rate	Amount
1	3PJ8N042 Invoice reimbursement for 3 units of crew work by Owens Valley Conservation Camp for May 2019	3.00	200.00	600.00
2	ADMINISTRATION FEE	1.00	80.82	80.82

Amount Due (USD): \$ 680.82

*5311*

OCT 28 2020

For billing questions, please contact us at (916)6532811  
Contains confidential information and unauthorized use or disclosure is prohibited by State law.

-----  
Please detach this portion of the bill and return it with your payment.

Customer Name:	INYO COUNTY ROADS DEPARTMENT
Customer ID:	350009352600
Invoice ID:	0000001218846
Due Date:	08/29/2019
Fiscal Year:	2018-2019
Amount Due:	\$ 680.82
Amount Paid:	_____

Remit Payment To:

CAL FIRE  
P.O. Box 997446  
ATTN: Accounts Receivable - Cashier  
Sacramento CA 95899-7446

35000935260000000012188460000068082



INVOICE



~~V003905~~  
T012169

Invoice Number: 0000001219647  
Invoice Date: 08/05/2019  
Due Date: 09/04/2019  
Customer ID: 350009352600

CAL FIRE

INYO COUNTY ROADS DEPARTMENT  
CHRIS CASH  
PO DRAWER Q  
INDEPENDENCE CA 93526

Reference Doc# 3PJ8N042

Service Period: 03/07/2019 - 03/21/2019

Line	Description	Quantity	Rate	Amount
1	3PJ8N042 Invoice reimbursement for 6 units of crew work by Owens Valley Conservation Camp for March 2019	6.00	200.00	1,200.00
2	ADMINISTRATION FEE	1.00	161.14	161.14

Amount Due (USD): \$ 1,361.14

5311

OCT 28 2020

For billing questions, please contact us at (916)6532811  
Contains confidential information and unauthorized use or disclosure is prohibited by State law.

Please detach this portion of the bill and return it with your payment.

Customer Name: INYO COUNTY ROADS DEPARTMENT  
Customer ID: 350009352600  
Invoice ID: 0000001219647  
Due Date: 09/04/2019  
Fiscal Year: 2018-2019  
Amount Due: \$ 1,361.14  
Amount Paid: \_\_\_\_\_

Remit Payment To:

CAL FIRE  
P.O. Box 997446  
ATTN: Accounts Receivable - Cashier  
Sacramento CA 95899-7446

3500093526000000000012196470000136114

INVOICE



*✓ 203905*  
*10/21/69*

Invoice Number: 0000001229274  
Invoice Date: 09/24/2019  
Due Date: 10/24/2019  
Customer ID: 350009352600

CAL FIRE

*Reference Doc # 3 PJ8N042*

INYO COUNTY ROADS DEPARTMENT  
CHRIS CASH  
PO DRAWER Q  
INDEPENDENCE CA 93526

Service Period: 04/25/2019 - 04/30/2019

Line	Description	Quantity	Rate	Amount
1	3PJ8N042 Invoice reimbursement for 6 units of crew work by Owens Valley Conservation Camp for April 2019	6.00	200.00	1,200.00
2	ADMINISTRATION FEE	1.00	161.64	161.64

Amount Due (USD): \$ 1,361.64

*5311*

OCT 28 2020

For billing questions, please contact us at (916)6532811  
Contains confidential information and unauthorized use or disclosure is prohibited by State law.

-----  
Please detach this portion of the bill and return it with your payment.

Customer Name:	INYO COUNTY ROADS DEPARTMENT
Customer ID:	350009352600
Invoice ID:	0000001229274
Due Date:	10/24/2019
Fiscal Year:	2018-2019
Amount Due:	\$ 1,361.64
Amount Paid:	_____

Remit Payment To:

CAL FIRE  
P.O. Box 997446  
ATTN: Accounts Receivable - Cashier  
Sacramento CA 95899-7446

35000935260000000012292740000136164



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Justine Kokx

**SUBJECT:** The Public Works Department requests approval to replace 11 older desktops with 11 laptops, monitors, and docking stations.

---

**RECOMMENDED ACTION:**

Request Board authorize a purchase order in an amount not to exceed \$13,500.24, payable to Strictly Tech of Fort Lauderdale, FL for 11 laptops, monitors and docking stations.

**SUMMARY/JUSTIFICATION:**

The Department of Information Services (I.S.) has recommended that the Public Works Department replace 11 older desktops with 11 laptops, which will facilitate a more mobile workforce. Strictly Tech of Fort Lauderdale Florida submitted the lowest quote for an amount not to exceed \$13,500.24.

Below are all of the quotes received:

Insight Public Sector - \$16,559.50

Southern Computer Warehouse - \$13,831.88

CDW-G - \$14,779.53

Strictly Tech - \$13,500.24

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this purchase. This is not recommended as I.S. has advised that these 11 older desktops be replaced this fiscal year.

**OTHER AGENCY INVOLVEMENT:**

Information Services

**FINANCING:**

This purchase is budgeted in the Road Department budget (034600), Office & Other Equipment < \$5000 object code (5232).

**ATTACHMENTS:**

1. Quote - Strictly Tech - \$13,500.24

**APPROVALS:**

Justine Kokx	Created/Initiated - 11/9/2020
Breanne Nelums	Approved - 11/9/2020
Michael Errante	Approved - 11/23/2020
Darcy Ellis	Approved - 11/23/2020
Jayne Westervelt	Approved - 11/23/2020
Amy Shepherd	Approved - 11/24/2020
Marshall Rudolph	Approved - 11/24/2020
Michael Errante	Final Approval - 11/24/2020



**\*\* NEW ADDRESS \*\* 2300 NW 55<sup>th</sup> Court, Suite 110 | Fort Lauderdale, FL 33309**

## Quotation (Open)

<b>Date</b>	Nov 06, 2020 04:00 PM EST
<b>Modified Date</b>	Nov 06, 2020 04:02 PM EST
<b>Doc #</b>	85455 - rev 1 of 1
<b>Description</b>	None
<b>SalesRep</b>	McLeod, Ethan (P) 954.541.8559 (F) 954.606.5441
<b>Customer Contact</b>	Lavon , Sargent (P) 760-878-0398 lsargent@inyocounty.us

### Customer

Inyo County CA (13-913)  
Lavon , Sargent  
PO Box 477  
Independence, CA 93526  
United States

### Bill To

Inyo County CA  
Lavon , Sargent  
PO Box 477  
Independence, CA 93526  
United States

### Ship To

Inyo County CA  
Lavon , Sargent  
168 N Edwards St  
Independence, CA 93526  
United States

### Payment Method

Terms: Undefined

### Shipping Info

Delivery Method: FedEx Ground  
Carrier Account:  
Shipping Instructions:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		HP ProBook 450 G7 Core i5 10210U / 1.6 GHz - Win 10 Pro 64-bit - 8 GB RAM - 256 GB SSD NVMe, HP Value - 15.6" IPS 1920 x 1080 (Full HD) - UHD Graphics 620 - 802.11ac, Bluetooth - pike silver - kbd: US	8WB97UT#ABA	Yes	11	\$764.00	\$8,404.00
2		Electronic HP Care Pack Pick-Up and Return Service Extended service agreement - parts and labor - 3 years - pick-up and return - 9x5 - for HP 245 G7, 470 G7; Mobile Thin Client mt22; ProBook 430 G7, 44X G7, 45X G7; ProBook x360	UK707E	Yes	11	\$69.74	\$767.14
3		HP EliteDisplay E223 LED monitor - 21.5" - 1920 x 1080 Full HD (1080p) @ 60 Hz - IPS - 250 cd/m <sup>2</sup> - 1000:1 - 5 ms - HDMI, VGA, DisplayPort - silver, black (rear cover) - Smart Buy	1FH45A8#ABA	Yes	11	\$137.00	\$1,507.00
4		HP USB-C Dock G4 Docking station - USB-C - HDMI, 2 x DP - GigE - 90 Watt - Smart Buy - United States - for Elite Dragonfly; Elite x2; EliteBook x360; Mobile Thin Client mt45; ZBook 15 G6, 17 G6	3FF69UT#ABA	Yes	11	\$159.00	\$1,749.00
5		STATE of CA EWASTE size 15in. up to 34in.	EWASTE2	No	22	\$5.00	\$110.00

CAGE: 70BA0  
DUNS: 078817964  
FEIN: 46-2619818  
Woman-Owned Small Business (WOSB)  
Primary NAICS: 423430

**Subtotal: \$12,537.14**  
Tax (7.750%): \$963.10  
Shipping: \$0.00  
**Total: \$13,500.24**





# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Travis Dean

**SUBJECT:** Authorization to issue purchase order to Stanley Access Technologies for the purchase and installation of a new electric door for the Bishop Senior Center

---

**RECOMMENDED ACTION:**

Request Board: A) declare Stanley Access Technologies of Walnut Creek, CA a sole-source provider; and B) authorize the issuance of a purchase order in an amount not to exceed \$15,000.00, payable to Stanley Access Technologies of Walnut Creek, CA for the purchase and installation of an electric door at the Bishop Senior Center.

**SUMMARY/JUSTIFICATION:**

In the 20/21 Deferred Maintenance budget, your board set aside \$15,000.00 for the purchase and installation of an automatic door for the Bishop Senior Center. The Public Works Department is requesting sole source designation for the purchase and installation of an electric sliding door for the Bishop Senior Center. Stanley Access Technologies (Stanley) requires that they install their doors in order for the warranty to be valid; therefore, purchasing their doors from an outside vendor would result in the purchase and installation to be more expensive.

Our Building and Maintenance staff called Country Glass who indicated it would be more expensive to purchase the door through them, and recommended we purchased it through Stanley. They then called Bishop Glass who told us they had never installed this type of door, which would void warranty anyway, and he would not bid on it if we put it out to bid.

We reached out to Stanley Access Technologies, the manufacturer of the door, and they provided a quote of \$11,719.00 plus applicable sales tax for the purchase and installation of said door. We have requested a do not exceed amount of \$15,000.00 in case of any contingencies.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to allow the purchase and installation of the electric door from Stanley Access Technologies and direct Public Works to seek bids for this project. This is not recommended, as any potential bidders would purchase the door from Stanley Access Technologies and sub-contract them for installation, making the project more expensive.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Deferred Maintenance Project 011501, object code 5191

**ATTACHMENTS:**

**APPROVALS:**

Travis Dean	Created/Initiated - 11/10/2020
Darcy Ellis	Approved - 11/10/2020
Travis Dean	Approved - 11/10/2020
Breanne Nelums	Approved - 11/10/2020
Marshall Rudolph	Approved - 11/10/2020
Amy Shepherd	Approved - 11/10/2020
Michael Errante	Final Approval - 11/10/2020



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Travis Dean

**SUBJECT:** Appointment to County Service Area No. 2 Advisory Committee

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**RECOMMENDED ACTION:**

Request Board consider two (2) Letters of Interest received for one (1) vacancy on the County Service Area No. 2 Advisory Committee, and appoint one of those individuals to a four-year term ending December 1, 2024.

**SUMMARY/JUSTIFICATION:**

Your Board is the appointing authority for the County Service Area No. 2 (CSA2). Steve Young, previously on the committee, has sold his home and is therefore no longer allowed on the committee.

A Notice of Vacancy was published Tuesday, September 22, 2020. Two letters of interest were received by the end of the application period on Thursday, October 1, 2020, one from Mr. Phil Moores and one from Mr. Rody Johnson.

Your Board's appointment policy states that in instances where a recruitment results in more candidates than positions available, those candidates are to be extended the opportunity to submit additional information about themselves that may help your Board in making its decision. Mr. Moores and Mr. Johnson were notified of this policy at the close of the application period and invited to submit additional information. Both applicants submitted additional information. All letters are attached.

At the CSA2 Advisory Committee meeting on November 19, 2020, the committee unanimously voted to recommend Mr. Rody Johnson serve on the committee.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not appoint either of the applicants and re-open the recruitment for the County Service Area No. 2 Advisory Committee, but this is not recommended.

**OTHER AGENCY INVOLVEMENT:**



**FINANCING:**

**ATTACHMENTS:**

1. NOTICE OF VACANCY-Bishop Creek Sewer (1 vacancy new)
2. Rody Johnson - CSA2
3. Phil Moores - CSA2
4. Phil Moores Multi-Candidate Invite Letter
5. Phil Moores - Additional Information Request Response
6. Rody Johnson Multi-Candidate Invite Letter
7. Rody Johnson-Additional Information Request Reponse

**APPROVALS:**

Travis Dean	Created/Initiated - 11/19/2020
Darcy Ellis	Approved - 11/19/2020
Travis Dean	Approved - 11/19/2020
Michael Errante	Approved - 11/19/2020
Clint Quilter	Final Approval - 11/19/2020



# BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373 • FAX (760) 878-2241  
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD  
DAN TOTTEROH  
JEFF GRIFFITHS  
RICK PUCCI  
MARK TILLEMANS  
MATT KINGSLEY

CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

## **NOTICE OF VACANCY COUNTY SERVICE AREA NO. 2 (BISHOP CREEK SEWER) ADVISORY COMMITTEE**

**NOTICE IS HEREBY GIVEN** that the Inyo County Board of Supervisors is accepting applications to fill one (1) unexpired four-year term on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee ending April 13, 2024.

In order to serve on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee, you must own property in the Aspendell area on the Middle Fork of Bishop Creek. Please submit your request for appointment to the Clerk of the Board of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before Thursday, October 1, 2020 at 5 p.m. Postmarks are not accepted.

Attention Legal Notices:

PLEASE PUBLISH IN THE Tuesday, September 22, 2020, issue of the Inyo Register.

## Travis Dean

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**From:** Darcy Ellis  
**Sent:** Tuesday, September 29, 2020 9:43 AM  
**To:** Travis Dean  
**Subject:** FW: County service Area No. 2 Advisory Committee

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**From:** Mandy Johnson [<mailto:mandyandrody@gmail.com>]  
**Sent:** Sunday, September 27, 2020 7:29 PM  
**To:** Darcy Ellis  
**Subject:** County service Area No. 2 Advisory Committee

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

September 27th, 2020

To whom it may concern,

My name is Rody Johnson and I reside at 126 Sage Drive in Aspendell. My wife and I love the beauty of this place and wish to see it remain pristine. We are both part of the Aspendell Volunteer Fire Department. I request that you please consider this email as my letter of interest for the open vacancy on the Inyo County service area number 2 advisory committee (Bishop Creek Sewer). I have a background and knowledge in underground utilities, construction management, municipal contract bargaining, I'm a retired public servant. I can work well with others and know two of the current seated committee members. I don't see that this position would interfere with my schedule.

Respectfully submitted,

Rody Johnson  
126 Sage Drive  
Bishop, California  
93514  
Home 760-872-1777  
[mandyandrody@gmail.com](mailto:mandyandrody@gmail.com)

## Travis Dean

---

**From:** pmoores@estransit.com  
**Sent:** Tuesday, September 29, 2020 12:27 PM  
**To:** Darcy Ellis  
**Cc:** Travis Dean  
**Subject:** CSA 2 Advisory Committee Vacancy

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

CSA 2 Sewer Advisory Committee, Please accept my offer to serve on the Committee. I live year-around with my wife in Aspendell. We bought the home in November 2018. Thank you, Phil Moores, cell: 805-235-5807

Phil Moores  
*Executive Director*  
**Eastern Sierra Transit Authority**  
P.O. Box 1357  
Bishop, CA 93515  
760-872-1901 ext. 12



## BOARD OF SUPERVISORS COUNTY OF INYO

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MATT KINGSLEY

CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

October 5, 2020

Phil Moores  
P.O. Box 1357  
Bishop, CA 93514

Dear Mr. Moores:

Thank you for applying to serve on the County Service Area #2 (CSA2) Committee. The application period ended at 5 p.m. Thursday, October 1, 2020, and resulted in more letters of interest being received than there are positions available.

The Board of Supervisors has a policy in place for proceeding in situations such as this, in which the candidates are invited to submit more information about themselves once the application period has closed. (Policy attached.) As such, and to assist the Board of Supervisors in selecting which candidates to serve on the CSA2 Committee, you are invited to submit a more thorough application letter and/or resume detailing your qualifications for the position and your reasons for applying, and including any other information you feel would help the Supervisors in their decision-making process. This is optional, and not mandatory.

If you choose to submit additional information, it must be received no later than 5 p.m. Monday, October 12 at the Public Works Office, P.O. Drawer Q, Independence, CA 93526 or [tdean@inyocounty.us](mailto:tdean@inyocounty.us). The Board of Supervisors will be making its decision during the October 20 Board meeting, and you are further invited to attend the meeting and answer any questions the Board may have at that time.

Should you have any questions, feel free to contact me at (760) 878-0203, or [tdean@inyocounty.us](mailto:tdean@inyocounty.us)

Sincerely,

Travis Dean,  
Engineering Assistant II  
Inyo County Public Works

enclosure

Date: October 5, 2020  
To: Inyo County Board of Supervisors  
From: Phil Moores, Aspendell Resident  
Subject: Service on the CSA 2 Advisory Sewage Committee

Please accept my application to serve on the CSA 2 Advisory Sewage Committee. I am a full-time resident of Aspendell and am in good standing within the community. I currently maintain a fire truck for fast action firefighting response in the neighborhood. My professional experience has prepared me for service on the committee. I possess the diplomacy and acumen to effectively advise the committee on matters pertaining to the sewage system. Thank you for your consideration. See attached resume.

# Resume

Phil Moores, Executive Director, Eastern Sierra Transit Authority  
191 Alpine Drive  
Aspendell, CA 93514  
805-235-5807  
philmoores@yahoo.com

## **EXPERIENCE**

*Eastern Sierra Transit Authority, Bishop, CA*  
Executive Director, 11/18 to present

- Administer Board of Directors meetings.
- Manage both fixed route and paratransit services.
- Direct Staff of Administrative Manager, 2 Operations Supervisors, clerks, dispatchers, and over 60 unionized Bus Operators.
- Manage service planning and scheduling.
- Project Manager for capital projects.
- Write both federal and state grants.
- Manage contracts for operations.

*San Luis Obispo Regional Transit Authority, San Luis Obispo, CA*  
Operations Manager, 9/11 to 10/18

- Direct Staff of 16 Operations Supervisors, the Safety and Training Department, and over 85 unionized Bus Operators across two different public agencies.
- Manage both fixed route and paratransit services.
- Utilize CAD AVL software.
- Manage service planning and scheduling including blocking, run cutting, and bidding for union employees.
- Manage South County Transit contract insuring adherence to KPI's and contractual standards.
- Hired for broad transportation background, redesigned operations procedures leading to greater Agency efficiency and staff development.

*Riverside Transit Agency, Riverside, CA*  
Operations Manager, 10/07 to 9/11

- Directed staff of 13 supervisors and 200 unionized coach operators to provide service to the second largest transportation service area in the United States.
- Met budget goals and key performance indicators for a 13 million dollar budget.
- Collaborated with Maintenance, Planning, Finance, Marketing, Contracts, and Human Resources to achieve safe, efficient, and friendly service to the public.

# Resume

*Los Angeles County Metropolitan Transportation Authority, Los Angeles, CA*  
Assistant Transportation Manager (Division 9), 11/03 to 10/07

- Directed a staff that included 14 supervisors, and 400 unionized bus operators to provide bus transit service in the San Gabriel Valley and Los Angeles.
- Met budget goals and key performance indicators.
- Promoted a safe work environment and ensured compliance with state and federal regulations.
- Directed staff compliance with policies, rules, and collective bargaining agreements.
- Led the Division 9 incident investigation subcommittee ensuring a low accident and injury rate.
- Oversaw efforts that resulted in receiving a top division ranking in Metro's safety audit in 2005 and 2006.

*Orange County Transportation Authority, Orange, CA*  
Transportation Planner, Operations Division, 11/01 – 11/03

- Planned and analyze bus service for 34 cities and 70+ routes.
- Utilized GIS and CAD AVL software.
- Supervised employees on operations planning projects.
- Presented service change plans to various internal and external committees.
- Worked closely with coach operators, internal staff, and city officials on service related issues.

*Orange County Transportation Authority, Orange, CA*  
Operations Administrator (Supervisor), Operations Division, 8/00 – 11/01

- Supervised a large unionized workforce of 300 coach operators.
- Maintained company policy and union standards to encourage positive management-union relations.
- Managed manpower resources to increase cost effectiveness of the division.

*Orange County Transportation Authority, Orange, CA*  
Bus Operator, 4/91 – 8/00

- Delivered safe, reliable, and courteous bus service.
- Management assistance in reviewing applications, conducting interviews, and hiring bus operators.
- Management assistance to the Orange County Taxi Administration Program.

*United States Navy Reserves, Point Mugu, CA*  
Plane Captain, 6/86 – 6/94



# Resume

- Directed and assisted flight crews in the launching and recovery of aircraft on both land and sea.
- Troubleshoot avionics aboard aircraft.
- Managed flight deck crew.

## **EDUCATION**

*CSUF*, Fullerton, CA June 1998  
Bachelor of Arts Degree in Psychology,  
Minor in Mathematics

Irvine Valley Community College, CA  
Associate of Arts, June 1988  
Dean's List



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*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

October 5, 2020

Rody Johnson  
126 Sage Drive  
Bishop, CA 93514

Dear Mr. Johnson:

Thank you for applying to serve on the County Service Area #2 (CSA2) Committee. The application period ended at 5 p.m. Thursday, October 1, 2020, and resulted in more letters of interest being received than there are positions available.

The Board of Supervisors has a policy in place for proceeding in situations such as this, in which the candidates are invited to submit more information about themselves once the application period has closed. (Policy attached.) As such, and to assist the Board of Supervisors in selecting which candidates to serve on the CSA2 Committee, you are invited to submit a more thorough application letter and/or resume detailing your qualifications for the position and your reasons for applying, and including any other information you feel would help the Supervisors in their decision-making process. This is optional, and not mandatory.

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Should you have any questions, feel free to contact me at (760) 878-0203, or [tdean@inyocounty.us](mailto:tdean@inyocounty.us)

Sincerely,

Travis Dean,  
Engineering Assistant II  
Inyo County Public Works

enclosure

## Travis Dean

---

**From:** Mandy Johnson <mandyandrody@gmail.com>  
**Sent:** Monday, October 12, 2020 4:54 PM  
**To:** Travis Dean  
**Subject:** Additional information request for the Board of Supervisors review for CSCA2 position.

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Inyo Board of Supervisors and Head of Inyo County Public Works,

My name is Rody ( Ro- Dee ) Johnson, the property I purchased and reside at is located 126 Sage Drive, Bishop, California that is within the CSCA2 zone.

This 2020 summer I saw and spoke to Inyo County public works employees doing semi annual Hydro jetting maintenance on the sewer line that borders my property. I learned that roots from the many Aspen trees that parallel the sewer line intrude and have the potential to cause issues if not properly maintained. My north property line has an active sewer line easement flowing from the southeast to the northwest intersecting the manhole on the lower portion of Sage Drive. I have two active sewer manholes within 25 feet of each other on my eastern property line. The active sewer line that picks up the nearly 40 lots on Sumac Road, Manzanita Road. and Alpine Drive flows directly through those manholes. Knowing this concerns me, especially if there was a blockage in the line. I'm in a potential overflow location. I spoke to my Neighbor and current seated member on the CSA2 committee. He advised me that there was a position open on the committee and encouraged me to apply due to my interests and concerns with the sewer system.

I'm a honorably retired law enforcement officer who worked for both the City of Indio and Palm Springs police departments. I have held every position within the Indio Police Officers Association ( President, Vice President, Treasure, and Secretary) and been a part of the team negotiating labor contracts with the city. I was a member of the Community Outreach Team for several years and I sat on several community boards working to resolve problems within the community. Our goal and purpose was to improve the quality of life to the residents within the city and building relationships/bonds to improve communication among business and residents.

Prior to entering my law enforcement career I worked in construction and construction management. I was an assistant supervisor for a developer building homes in Avalon, California. I was involved in the early phases of the project rough grading, underground utilities (Sewer, water, gas and electrical), curb and gutter, foundations, finish grading, concrete flat work (walkways and driveways) and paving. I was a Foreman on the visitors center on the City of Avalon's Visitors Welcome Center/ boat terminal ticket sales area known as, The Mole. I worked on the entire project from start to finish in multiple areas under the direction of the project manager and the contractor. I left Catalina Island due to the recession in the early \*80's to find work.

I moved to the desert ( Coachella Valley) working various construction jobs. I found a job as an assistant superintendent building homes in Cathedral City. The project consisted in 4 phases with a total of over 150 homes. It was the first project done in that area of the city with all new utilities being underground and with sewer. I worked with the engineering contractor, utilities and the city inspectors. I left the company after we finished the development and they were between starting new projects.

I had been taking Administration of Justice classes at the local junior college expanding my knowledge of a possible career in law enforcement. I became a reserve Police officer for the city of Palm Springs Police Department. I was hired by the City of Indio to attend the police academy and graduated in the top 5% of my

class. I can say that it is a job many think they can do, many try to do, but few are able to successfully do for an entire career.

Near my retirement in June of 2010. I had started taking building Code Classes at the local Junior college (College of the Desert).I completed the International Building Code certification program and moved to becoming a certified home building inspector. I worked for my son in law after retirement with his General contractor construction business. .

I've reached a time when I realize that overseeing the work to be done is easier than doing the physical work. I hope you now have a better idea of my actual construction background and accrued knowledge of working for numerous years doing various aspects of the above projects.

P.S. I have three a sons. My eldest son works in Military Intelligence and can't discuss what he does. My second son who is employed by the U.S. Army Corp of Engineers (Sacramento area ) with a valid California P.E certification with experience in geotechnical and structural engineering. He has worked on major projects in New Orleans (after hurricane Katrina) , New York ( after hurracane Sandy)California ( Sac. area Folsom Dam spillway project) . My youngest son is employed by a major Southern California water company ( not LADWP ) with certificates in domestic water distribution and treatment( D1-4 and T1&2.). We communicate often regarding their work and issues that arise and I get updated on current guidelines and restrictions.

Thank you for taking the time to review my additional letter of interest for the board position on CSCA2.

Respectfully submitted,

Rody Johnson.



# County of Inyo



## County Counsel

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Marshall Rudolph

**SUBJECT:** Approve agreement between the County of Inyo and Wendel Rosen LLP

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**RECOMMENDED ACTION:**

Request Board approve the agreement between the County of Inyo and Wendel Rosen LLP of Oakland, CA, for the provision of legal services in an amount not to exceed \$190,000 for the period of December 1, 2020, until completion of litigation unless sooner terminated, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The proposed agreement would retain the legal services of Wendel Rosen LLP, who would act as outside counsel for the County in its pending eminent domain litigation to acquire certain landfill properties currently leased from the Los Angeles Department of Water and Power (LADWP). The County's previous outside counsel for that litigation was the firm of Greenan Peffer Salander and Lally LLP. The lead attorney on that case (Kevin Lally) has retired and the firm has decided to phase out of eminent domain as a practice area. The other attorney on that case (Robin Thornton) has moved to the Wendel Rosen firm, where she can continue to work on the case if the proposed agreement is approved, as is recommended. Wendel Rosen is a well-respected firm with practice areas that include eminent domain and prominent attorneys with expertise in that area who would also work on the case, including Les Hausrath. The contracted hourly rates are comparable to those of the Greenan firm and consistent with the market place for such a firm's expertise and also with the rates charged by other outside counsel that the County has retained recently.

Because of the unique circumstances giving rise to the need for this substitute counsel, which will curtail the need for any further services from the Greenan Peffer firm, it is possible to disencumber the bulk of the amount of budgeted funds that are remaining within the contract limit of that contract and re-encumber them for the Wendel Rosen contract. The County budget team has been consulted regarding this approach and concurs.

Note: the eminent domain litigation is presently stayed while the County's appeal of a related CEQA case is pending.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

You could decline to approve the proposed agreement. This is not recommended because the County needs

outside counsel for this litigation and is not currently represented (due to the disassociation of the Greenan firm from the case). The eminent domain litigation is a specialized area beyond the expertise of the county counsel's office and, in addition, the office does not have the time available to handle the litigation.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Once the encumbrance is relieved from the prior contractor, funding is available in the County Counsel Budget #010700, in the Professional Services object code 5265.

**ATTACHMENTS:**

1. Inyo County - Wendel Rosen Contract

**APPROVALS:**

Marshall Rudolph	Created/Initiated - 11/19/2020
Denelle Carrington	Approved - 11/19/2020
Darcy Ellis	Approved - 11/23/2020
Sue Dishion	Approved - 11/23/2020
Amy Shepherd	Final Approval - 11/23/2020

**AGREEMENT BETWEEN COUNTY OF INYO  
AND WENDEL ROSEN LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of Wendel Rosen LLP, of Oakland, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by County Counsel or his designee. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from December 1, 2020, until completion of litigation unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A** which are performed by Contractor at the County's request.

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **C**). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment **C**, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment **B**) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$190,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the last day of the month following the month in which services were rendered. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the last day of the month, County shall make payment to Contractor within 30 days after receipt of the statement.

G. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.



- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form upon executing this Agreement.

#### **4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

#### **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County.

Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

#### **8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

#### **9. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **D** and with the provisions specified in that attachment.

#### **10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

#### **11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including

litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

Notwithstanding the foregoing, the indemnification and other obligations described in this Section 11 shall not apply to any claim, action or proceeding arising out of or resulting from any negligent or willful act constituting or which could be brought as a claim for legal malpractice against Contractor, its officers, employees, agents, or subconsultants. In the event of any such claim, County shall make such claim as a claim resulting from legal malpractice and not under the general indemnity provision of this section.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

## **12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**15. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**23. ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

**24. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**25. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be

required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

**COUNTY OF INYO:**  
County Counsel  
P.O. Box M  
224 North Edwards Street  
Independence, CA 93526

**CONTRACTOR:**  
WENDEL ROSEN LLP  
1111 Broadway, 24<sup>th</sup> Floor  
Oakland, CA 94607  
Attn: Robin Thornton

**26. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

**27. COUNTERPARTS.**

This Agreement may be signed in counterparts and all parts together shall be considered one agreement. The parties agree that this Agreement may be deemed executed by the delivery of signatures of the Parties by DocuSign or electronic transmission.

///

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***[Signatures on following page]***

**AGREEMENT BETWEEN COUNTY OF INYO  
AND WENDEL ROSEN LLP  
FOR THE PROVISION OF LEGAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED SIGNATORIES THIS \_\_\_\_\_ DAY OF NOVEMBER, 2020.

**COUNTY OF INYO**

**WENDEL ROSEN LLP (Contractor)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

## **ATTACHMENT A**

### **AGREEMENT BETWEEN COUNTY OF INYO AND WENDEL ROSEN LLP FOR THE PROVISION OF LEGAL SERVICES**

#### **TERM:**

**FROM:** December 1, 2020, until completion of litigation

#### **SCOPE OF WORK:**

1. Contractor shall provide legal services including advice and also representation of the County and such of its agents, officers and employees as the County may designate, in applicable litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which Contractor is working. Electronic copies of documents received and created by Contractor shall be delivered to the County Counsel's office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County, its officers, or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees without prior written approval from County Counsel.





**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND WENDEL ROSEN LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** December 1, 2020, until completion of litigation.

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

Robin Thornton: \$350.00/hour  
Other Partners: \$375.00/hour  
Associates: \$325.00/hour  
Paralegal \$145.00/hour  
Travel: Same as Above

**2. INCIDENTAL EXPENSES:**

Contractor shall not be obligated to advance costs on behalf of County; however, for the purposes of convenience and in order to expedite matters, Contractor reserves the right to advance costs on behalf of the Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND WENDEL ROSEN LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** December 1, 2020, until completion of litigation.

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

Travel shall be at the County's request and will be billed at cost.  
Per diem travel from portal to portal will be at the current IRS rate.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND WENDEL ROSEN LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** December 1, 2020, until completion of litigation.

**Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
  3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
*(Not required if consultant provides written verification it has no employees)*
1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

***Additional Insured Status***

1. **The County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

##### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

##### **Waiver of Subrogation**

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

##### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

##### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

##### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

##### **Verification of Coverage**

Consultant shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require

complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



# County of Inyo



## County Administrator - Recycling & Waste Management

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Leslie Chapman, Cap Aubrey

**SUBJECT:** Waste-Hauler Floor Rate Adjustments

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**RECOMMENDED ACTION:**

Request Board:

A) approve the Consumer Price Index (CPI) adjustment of 3.6%, to the portion of the Service Fee Floor rates not associated with the tipping fees, effective January 1, 2021, in accordance with Franchise Agreements between the County of Inyo and contract waste haulers; and

B) adopt the new schedule of Minimum Charges for Waste Hauling Services for Areas A & B in Inyo County as presented in Exhibit A.

**SUMMARY/JUSTIFICATION:**

On November 19, 2019, your Board approved a new Waste Management floor rate for residential, commercial and roll-off service charged by commercial haulers. The intent of the approved increase was to revise the hauling portion of the prior rate based on the garbage and trash collection component of the Consumer Price Index, as calculated by the Bureau of Labor Statistics.

The County's franchise agreements with waste haulers for collection of solid waste from residential and commercial customers establishes that setting rates, charges and/or floors is this Board's discretion and that if floors are employed, CPI adjustments will be done annually starting January 1, 2020.

Section 12.01(a) states that the County "...intends to retain and preserve its ability to allow for competition in the market place to obtain the best services at the lowest costs for residents and businesses and choose not to set Service Fees, other than Service Fee floors, for the provision of Franchise Services..." This section also states, "the decision of whether to regulate fees, not regulate fees, or continue setting floor rates rests solely and exclusively with the County."

The County currently chooses to employ Service Fee floors and therefore, Section 12.01(b) applies and the Board of Supervisors will adjust Service Fee Floors upward or downward based on the CPI using the methodology described in Section 12.01(b)(1) and 12.01(b)(2), which directs us to use the CPI for all urban consumers for garbage and trash collection.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to reject the CPI increase by eliminating the floor rate in accordance with Section 12.01(a) of the franchise agreements.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

There is no cost to the County from this increase in the floor rates. It will increase franchise fee revenue to the Recycling and Solid Waste program.

**ATTACHMENTS:**

1. Exhibit A - 2021 Rate Schedule and Table of Changes

**APPROVALS:**

Leslie Chapman	Created/Initiated - 11/24/2020
Darcy Ellis	Approved - 11/24/2020
Cap Aubrey	Approved - 11/24/2020
Amy Shepherd	Approved - 11/24/2020
Marshall Rudolph	Approved - 11/25/2020
Leslie Chapman	Final Approval - 11/25/2020



**EXHIBIT A**  
**MINIMUM CHARGES FOR WASTE HAULING SERVICES**  
**AREAS A & B**  
**INYO COUNTY**  
**Effective January 1, 2021**

**COMMERCIAL BIN SERVICE – AREA A & B**

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	\$101.20	\$176.12	\$253.84	\$335.33	\$415.11	\$496.61	\$52.94	\$38.66
3-yard	\$151.43	\$264.03	\$380.92	\$503.18	\$622.65	\$744.91	\$79.22	\$38.66
4-yard	\$192.89	\$336.02	\$476.56	\$620.57	\$764.57	\$905.64	\$100.53	\$38.66
6-yard	\$289.41	\$504.03	\$715.03	\$930.86	\$1,146.85	\$1,358.36	\$150.85	\$38.66

\*\*\*\*\*

**RESIDENTIAL CURBSIDE CART SERVICE – AREAS A & B**

<u>96 Gallon</u>	<u>Monthly Rate</u>	<u>Each Extra Cart</u>
1 Cart	\$ 32.66	\$ 23.01

<u>64 Gallon</u>	<u>Monthly Rate only 1 cart per household</u>
1 Cart	\$ 29.32

**RESIDENTIAL CURBSIDE SERVICE (CUSTOMER OWNED CONTAINER) –  
**AREA B – Cartago, Alabama Hills, Olancho, Darwin, Keeler**  
**30-40 Gallon Container** (Per month)**

<u>1 &amp;/or 2 cans</u>	<u>3-cans</u>	<u>4-cans</u>	<u>5-cans</u>	<u>6-cans</u>
\$	67.35	\$ 89.40	\$ 109.62	\$ 129.81

\*\*\*\*\*

**ROLL OFF BIN SERVICE**

<u>Size</u>	<u>Area</u>	<u>Full Rate Per</u>	<u>Compactor</u>
		<u>Bin*</u>	<u>Roll-Off</u>
20 yard	Bishop	\$293.27	\$366.59
	Big Pine	\$366.59	\$439.91
	Independence	\$454.57	\$527.89
	Lone Pine	\$527.89	\$601.21
	Olancho	\$645.20	\$718.52
	Round Valley	\$366.59	\$439.91
	Starlite	\$366.59	\$439.91
30 yard	Bishop	\$469.23	\$542.56
	Big Pine	\$542.56	\$615.87
	Independence	\$630.54	\$703.85
	Lone Pine	\$703.85	\$777.17
	Olancho	\$821.16	\$894.48
	Round Valley	\$469.23	\$542.56
	Starlite	\$469.23	\$542.56

\*For first 14-day use period. Service includes: delivery, rental & service (landfill fees additional).  
 Full Rate applies after first 14-day period.

These are the minimum allowable rates to be charged.  
 Hauler may offer a discount of up to 5% to all commercial customers paying in advance or within 30 days of invoice.  
 All commercial contract proposals must clearly delineate rates both before and after any discount is applied.

Special collection services not specified above shall be negotiated between the customer and the franchised waste hauler.

CURRENT COMMERCIAL BIN SERVICE - AREA A&B

Size	1/xWeek	2/xWeek	3/xWeek	4/xWeek	5/xWeek	6/xWeek	Ex P/U	Delivery
2-yard	\$98.89	\$172.42	\$248.65	\$328.53	\$406.74	\$486.63	\$51.10	\$37.32
3-yard	\$147.98	\$258.49	\$373.14	\$492.97	\$610.11	\$729.93	\$76.47	\$37.32
4-yard	\$188.61	\$329.19	\$467.28	\$608.70	\$750.13	\$888.72	\$97.04	\$37.32
6-yard	\$282.99	\$493.79	\$701.09	\$913.06	\$1,125.18	\$1,332.98	\$145.61	\$37.32

PROPOSED

Size	1/xWeek	2/xWeek	3/xWeek	4/xWeek	5/xWeek	6/xWeek	Ex P/U	Delivery
2-yard	\$101.20	\$176.12	\$253.84	\$335.33	\$415.11	\$496.61	\$52.94	\$38.66
3-yard	\$151.43	\$264.03	\$380.92	\$503.18	\$622.65	\$744.91	\$79.22	\$38.66
4-yard	\$192.89	\$336.02	\$476.56	\$620.57	\$764.57	\$905.64	\$100.53	\$38.66
6-yard	\$289.41	\$504.03	\$715.03	\$930.86	\$1,146.85	\$1,358.36	\$150.85	\$38.66

CHANGE

Size	1/xWeek	2/xWeek	3/xWeek	4/xWeek	5/xWeek	6/xWeek	Ex P/U	Delivery
2-yard	\$2.30	\$3.70	\$5.18	\$6.80	\$8.36	\$9.98	\$1.84	\$1.35
3-yard	\$3.44	\$5.54	\$7.78	\$10.21	\$12.55	\$14.98	\$2.75	\$1.35
4-yard	\$4.28	\$6.83	\$9.29	\$11.87	\$14.45	\$16.93	\$3.49	\$1.35
6-yard	\$6.42	\$10.24	\$13.94	\$17.80	\$21.67	\$25.38	\$5.25	\$1.35

CURRENT RESIDENTIAL	\$31.96
PROPOSED RESIDENTIAL	\$32.66
CHANGE	\$0.70



# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 1, 2020

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Board of Supervisors Meeting Minutes

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**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meeting of November 10, 2020.

**SUMMARY/JUSTIFICATION:**

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 11/24/2020  
Final Approval - 11/24/2020



RECEIVED

Date: October 21, 2020

NOV 20 2020

INYO COUNTY  
PERSONNEL

**SUBJECT: NOTIFICATION OF STATUS REVIEW FOR WESTERN JOSHUA TREE**

To whom it may concern:

The California Department of Fish and Wildlife (Department) has initiated a status review of the western Joshua tree (*Yucca brevifolia*) pursuant to Fish and Game Code section 2074.6, and is providing this notice pursuant to Fish and Game Code section 2074.4 to solicit data and comments on the petitioned action from interested and affected parties.

The Department has initiated the western Joshua tree status review following related action by the Fish and Game Commission (Commission), having provided notice on October 9, 2020, designating western Joshua tree status as a candidate under the California Endangered Species Act (CESA) (Cal. Reg. Notice Register 2020, No. 41-Z, p. 1349; Fish & G. Code, § 2074.2). The listing petition and the Department's petition evaluation report are available at: <https://fgc.ca.gov/CESA#wjt>.

The Department has 12 months to evaluate the available information, and report back to the Commission whether the petitioned action is warranted (Fish & G. Code, § 2074.6). The Department's recommendation must be based on the best scientific information available to the Department.

The provisions of CESA apply to western Joshua tree while it is a candidate species (Fish & G. Code, § 2085). Under CESA, it is illegal to import, export, "take", possess, purchase, sell, or attempt to do any of those actions to species that are designated as threatened, endangered, or candidates for listing, unless authorized by permit by the Department. "Take" is defined in the Fish and Game Code as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill."

Anyone with data or who would like to provide comments regarding western Joshua tree's population trend, range, distribution, abundance, life history, threats to its reproduction or survival, the adequacy of existing management, management recommendations, or other factors related to the status of western Joshua tree is hereby requested to provide such data or comments to the Department.

Submission of written comments or data related to the petitioned action via email is preferred. Email may be directed to [nativeplants@wildlife.ca.gov](mailto:nativeplants@wildlife.ca.gov) and should include "western Joshua tree" in the subject line. Comments may also be submitted by mail, addressed to:

Notification of Status Review  
Western Joshua Tree  
Date: October 21, 2020  
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California Department of Fish and Wildlife  
Habitat Conservation Planning Branch  
Attn: Native Plant Program  
P.O. Box 944209  
Sacramento, CA 94244-2090

To ensure that the Department has adequate time to evaluate data and comments and incorporate them, as appropriate, into its final report to the Commission, the Department is requesting that all comments be submitted by **January 31, 2021**. The Department will evaluate data and comments received after that date to the extent possible. The Department's written report will indicate, based on the best scientific information available, whether the Department concludes that the action to list western Joshua tree is warranted or not warranted. Receipt of the status review report will be placed on the agenda for the next available Commission meeting after delivery. The report will be made available to the public at that time. Following receipt of the Department's report, the Commission will allow a 30-day public comment period prior to taking any action on the Department's recommendation.

If you have any questions regarding this notice, please contact the Native Plant Program via e-mail at [nativeplants@wildlife.ca.gov](mailto:nativeplants@wildlife.ca.gov).